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**UNITED STATES DISTRICT COURT  
 FOR THE  
 WESTERN DISTRICT OF WASHINGTON**

STARZ ENTERTAINMENT, LLC,

Plaintiff,

vs.

MGM DOMESTIC TELEVISION  
 DISTRIBUTION LLC,

Defendant.

No. 2:20-CV-04085 DMG (KSx)

W. Dist. of WA Case No. 22-mc-44-RSL

**DECLARATION OF STEVEN M.  
 GOLDBERG IN SUPPORT OF PLAINTIFF  
 STARZ ENTERTAINMENT, LLC'S MOTION  
 TO COMPEL COMPLIANCE WITH  
 SUBPOENA TO AMAZON.COM, INC.**

*(Plaintiff's Motion to Compel Compliance with  
 Subpoena to Amazon.Com, Inc. and [Proposed]  
 Order filed concurrently herewith)*

I, Steven M. Goldberg, hereby declare as follows:

1. I am an attorney at law duly licensed to practice law in California. I am a partner in the firm Markun Zusman & Compton, LLP and counsel of record for Plaintiff Starz Entertainment, LLC ("Starz") in the above captioned matter. I have personal knowledge of the matters stated in this Declaration and, if called and sworn as a witness, am competent to testify to them.

2. Attached as Exhibit 1 hereto is a true and correct copy of the Complaint in this litigation, *Starz Entertainment, LLC v. MGM Domestic Television Distribution, LLC*, Civil Action No. 2:20-CV04085 DMG (KSx).

3. On March 17, 2022, it was announced that Amazon.com Inc. ("Amazon") had completed its acquisition of MGM Holdings Inc.. Attached as Exhibit 2 hereto is true and correct copy of an announcement by the European Commission approving the transaction and noting the parties to

DECLARATION OF STEVEN M. GOLDBERG IN  
 SUPPORT OF PLAINTIFF'S MOTION TO COMPEL  
 COMPLIANCE WITH SUBPOENA TO  
 AMAZON.COM, INC. (2:20-CV-04085-DMG (KSx))

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1 the transaction are Amazon.com Inc. and MGM Holdings Inc.

2 4. On December 6, 2021, Starz served Amazon with a subpoena (the “December 6  
3 Subpoena”). Attached as Exhibit 3 hereto is true and correct copy of the December 6 Subpoena.

4 5. In January 2022, after Amazon served its objections to the December 6 Subpoena, I engaged  
5 in various meet and confer efforts with counsel for Amazon regarding the December 6 Subpoena  
6 through written correspondence, calls and emails in an effort to resolve Amazon’s objections to  
7 the December 6 Subpoena.

8 6. On April 12, 2022, Starz served Amazon with a subpoena (the “April 12 Subpoena”).  
9 Attached as Exhibit 4 hereto is true and correct copy of the April 12 Subpoena. The April 12  
10 Subpoena is essentially identical to the December 6 Subpoena except with respect to the place of  
11 compliance. The April 12 Subpoena call for compliance in Seattle, Washington.

12 7. After service of the April 12 Subpoena, I engaged in further meet and confer efforts with  
13 counsel for Amazon in an effort to resolve Amazon’s objections to the April 12 Subpoena.  
14 Specifically, I had a phone call with Deana Ahn and Jim Howard on April 14, 2022 regarding the  
15 subpoena and Amazon’s objections thereto.

16 8. On April 22, 2022, Amazon served its Objections and Responses to the April 12 Subpoena.  
17 Attached as Exhibit 5 hereto is a true and correct copy of Amazon’s Objection and Responses to  
18 the April 12 Subpoena.

19 9. In connection with Starz and Amazon’s meet and confer efforts regarding the April 12  
20 Subpoena, Amazon made a limited offer to produce some of the data called for in the subpoena,  
21 but that offer did not include all of the data sought by the April 12 Subpoena and was equivocal  
22 about the production of any documents that were created prior to 2019. Amazon’s offer also did  
23 not include an offer to produce any documents responsive to the Requests Nos. 10-15 in the  
24 Subpoena which call for the production of certain communications related to Starz, the Pictures  
25 and the underlying litigation. Attached as Exhibit 6 hereto is a true and correct copy of  
26 correspondence from Amazon’s counsel, Deanna Ahn, dated April 22, 2022.

27 10. Counsel for Defendant MGM Domestic Television Distribution, LLC (“MGM”) has  
28 previously represented that its records are not organized in a manner that makes some of the

1 responsive documents readily accessible. To the extent MGM has produced agreements and  
2 communications with third parties, there have been instances where the agreements are missing  
3 amendments or schedules, are unsigned or are otherwise incomplete.

4 11. Attached as Exhibit 7 hereto is a true and correct copy of Defendant MGM's Supplemental  
5 Notice of Interested Parties and Corporate Disclosure Statement.

6 I declare under penalty of perjury under the laws of the United States of America that the  
7 foregoing is true and correct.

8  
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10  
11 /s/ Steven M. Goldberg

12 Steven M. Goldberg  
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# Exhibit 1

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STARZ ENTERTAINMENT, LLC

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

STARZ ENTERTAINMENT, LLC,

Plaintiff,

v.

MGM DOMESTIC TELEVISION  
DISTRIBUTION LLC,

Defendant.

Civil Action No. 2:20-cv-4048

**COMPLAINT FOR:**

**1) DIRECT COPYRIGHT  
INFRINGEMENT;  
2) CONTRIBUTORY  
COPYRIGHT  
INFRINGEMENT;  
3) VICARIOUS COPYRIGHT  
INFRINGEMENT;  
4) BREACH OF CONTRACT;  
AND  
5) BREACH OF THE  
COVENANT OF GOOD FAITH  
AND FAIR DEALING  
DEMAND FOR JURY TRIAL**

## COMPLAINT

1  
2           1. Plaintiff, Starz Entertainment, LLC (“STARZ”), by and through  
3 its undersigned attorneys, for its Complaint brought pursuant to 17 U.S.C. §§ 101 *et*  
4 *seq.* and California law, against Defendant MGM Domestic Television Distribution  
5 LLC (“MGM”), alleges as follows. This Court has subject matter jurisdiction over  
6 Counts 1-1020 pursuant to 28 U.S.C. §§ 1331 and 1338(a) and supplemental  
7 jurisdiction over Counts 1021 and 1022 pursuant to 28 U.S.C. § 1367(a). STARZ  
8 bases its allegations on personal knowledge as to its own acts and on information  
9 and belief as to all other matters.

## NATURE OF THE ACTION

10  
11           2. STARZ has an exclusive license to hundreds of Defendant  
12 MGM’s movies and television episodes (“Pictures”) through two agreements, the  
13 2013 and 2015 Library Agreements (as amended, the “Library Agreements”).  
14 MGM breached those agreements on a massive scale, ***admitting*** to licensing  
15 ***hundreds*** of the STARZ-exclusive works to STARZ’s competitors during the very  
16 time periods in which STARZ was entitled to exclusivity. Due to MGM’s breach,  
17 distributors of STARZ’s content believed that STARZ’s movies were widely  
18 available from other services, when, in fact, they should have been available only  
19 through STARZ. That lack of exclusivity damaged STARZ vis-à-vis distributors,  
20 who placed less value on STARZ’s suite of offerings due to the belief that their  
21 customers could find STARZ’s movies elsewhere. The lack of exclusivity also  
22 damaged STARZ vis-à-vis consumers, who were motivated to turn to non-STARZ  
23 services (including MGM services) to watch movies that belonged exclusively on  
24 STARZ. In short, not only has MGM admitted to breaching the exclusive rights it  
25 granted to STARZ, it is plain that MGM directly profited from that breach in  
26 numerous ways.

27           3. For example, the manner in which MGM licensed the STARZ  
28 exclusive works to one of STARZ’s distributors caused consumers searching for a

1 Picture on that distributor's service to be directed to a version of that movie made  
2 available directly from MGM to subscribers of that platform at no additional cost.  
3 Pursuant to the Library Agreements, the consumer should have been directed only  
4 to STARZ—because only STARZ should have had the right to exhibit the movie.  
5 In that way, MGM's breach both robbed STARZ of an opportunity to gain  
6 subscribers and allowed MGM to further benefit by directing those subscribers (and  
7 the associated fees) to itself.

8 4. STARZ brings this action against MGM for direct copyright  
9 infringement, contributory copyright infringement, vicarious copyright  
10 infringement, breach of contract and breach of the covenant of good faith and fair  
11 dealing. STARZ seeks monetary damages—in the form of, *inter alia*, its own lost  
12 profits and all of MGM's profits attributable to the infringement—and injunctive  
13 relief, as specified below.

14 5. STARZ is a leading provider of premium subscription video  
15 programming in the United States for distribution via facilities-based multichannel  
16 video programming distributors, including cable operators, satellite television  
17 providers and telecommunications companies (collectively, "MVPDs"), and via the  
18 Internet, including STARZ's direct-to-consumer distribution. STARZ built its  
19 business by offering viewers content they could find nowhere else, including  
20 recently released "first-run" movies and other library movies. It primarily acquires  
21 this content by entering into exclusive license agreements with movie studios such  
22 as MGM.

23 6. For years, STARZ and MGM have had agreements in place—  
24 including the Library Agreements—through which STARZ acquired the exclusive  
25 right and license to exhibit hundreds of popular movies, including *Bill & Ted's*  
26 *Excellent Adventure*; *Bull Durham*; *Dances With Wolves*; *Rain Man*; *Hannibal*; *The*  
27 *Birdcage*; *Valkyrie*; *Be Cool*; *Moonstruck*; *Stargate*; *The Good, The Bad, and The*  
28 *Ugly*; *The Manchurian Candidate*; *Thelma & Louise*; *The Thomas Crown Affair*;

1 *Mad Max; The Terminator*; and James Bond films such as *Never Say Never Again*,  
2 *Die Another Day*, *The World is Not Enough* and *Tomorrow Never Dies*, among  
3 many others.

4           7. Pursuant to the terms of the Library Agreements, MGM both  
5 granted STARZ the exclusive right to exhibit the copyrighted Pictures during the  
6 time periods specified therein, and also represented and warranted that it would not  
7 take or authorize any action that would materially impair any of the rights for which  
8 STARZ had bargained and paid.<sup>1</sup>

9           8. MGM breached both promises. Unbeknownst to STARZ, by at  
10 least 2015 (and potentially earlier), MGM began granting licenses to the STARZ-  
11 exclusive Pictures to other competing content services during the very time periods  
12 in which STARZ had the exclusive rights. By its own admission, MGM licensed  
13 **over 32%** of the Pictures in the Library Agreements to competing services, in  
14 violation of STARZ's exclusive rights to those movies. Although MGM has  
15 admitted to the breach generally, it is not yet confirmed how many platforms  
16 licensed Pictures from MGM. STARZ's own investigation has revealed that over  
17 150 titles have been breached, with some breaches occurring on MGM's own  
18 network, Epix, which competes with STARZ.

19           9. MGM's breach of the Library Agreements and infringement of  
20 STARZ's exclusive copyrights caused STARZ tremendous damage in the form of  
21 lost profits, diminished reputation and loss of goodwill. STARZ's offerings, which  
22 STARZ markets as exclusive, were de-valued both by customers and distributors  
23 because STARZ's exclusive copyrights were being infringed.

24           10. In August 2019, STARZ first became suspicious that MGM  
25 might have violated the terms of the Library Agreements after a STARZ employee

26 \_\_\_\_\_  
27 <sup>1</sup> Exclusive licenses transfer copyright ownership for the purposes of the Copyright  
28 Act. For that reason, STARZ uses the terms "licenses", "copyrights" and "rights"  
interchangeably throughout its Complaint.



1 discovered that *Bill & Ted's Excellent Adventure*—a film that should have been  
2 exclusive to STARZ—was available for streaming on Amazon. After notifying  
3 MGM of this discovery, MGM admitted this breach. STARZ, however, discovered  
4 that *Bill & Ted's Excellent Adventure* was far from the only film that MGM  
5 appeared to have improperly licensed.

6 11. On November 1, 2019, after repeated communications from  
7 STARZ identifying additional Pictures in breach, MGM—claiming that it had,  
8 itself, just become aware of its rampant breach—sent STARZ a list of 136 movies  
9 and 108 television series episodes that it identified as in breach of the Library  
10 Agreements. STARZ's own investigation has uncovered nearly 100 additional  
11 Pictures that MGM apparently has licensed to others, including MGM's own  
12 network Epix, in breach of the Library Agreements. The Pictures with respect to  
13 which STARZ believes its copyright and/or contractual rights have been violated  
14 are attached as Exhibit A.

15 12. MGM's failure to honor its grant of exclusivity to STARZ is a  
16 direct, willful and reckless infringement of STARZ's copyrights; MGM also  
17 willfully and recklessly induced others to infringe STARZ's copyrights when  
18 MGM purported to license to those companies the same Pictures to which STARZ  
19 already had an exclusive license.

20 13. STARZ brings this action to enforce its rights under the  
21 Copyright Act and to seek redress for MGM's breaches of the Library Agreements.  
22 STARZ seeks damages under the Copyright Act 17 U.S.C. §§ 502, 504 and 505,  
23 including actual losses and infringer's profits; injunctive relief; compensatory and  
24 consequential damages; and attorney's fees.

### 25 **THE PARTIES**

26 14. Plaintiff Starz Entertainment, LLC is a limited liability company  
27 organized and existing under the laws of the State of Colorado with its principal  
28 place of business in Santa Monica, California.

15. Defendant MGM Domestic Television Distribution LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in Beverly Hills, California.

### **JURISDICTION AND VENUE**

16. This Court has subject matter jurisdiction over Counts 1-1020 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

17. This Court has supplemental jurisdiction over Counts 1021 and 1022 pursuant to 28 U.S.C. § 1367(a) because those claims are related to the federal claims such that they form part of the same case or controversy.

18. This Court has personal jurisdiction over MGM because MGM is headquartered and does business in this district. In addition, the Library Agreements, which were made and entered into in the State of California, provide that the “state and federal courts located in Los Angeles, California, shall have sole jurisdiction over any suit or other proceedings arising out of or based upon” those Agreements.

19. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and 1400(a). MGM resides in this judicial district, has committed acts of infringement in this judicial district, has a regular and established place of business in California and in this district, and has purposely transacted business involving the at issue licenses in this district.

### **STATEMENT OF FACTS**

#### **STARZ’s Business and the Importance of Exclusivity**

20. STARZ is a leading provider of premium subscription video programming with over 26.2 million subscribers as of February 2020. It operates a suite of 17 STARZ, STARZ Encore and MoviePlex premium cable television channels and corresponding on-demand services (collectively, the “STARZ Services”), and its extensive library includes popular original television series and exclusive movies and television series from major and independent studios.

1           21. The STARZ Services are available to consumers through  
2 MVPDs (such as Comcast, Charter, AT&T/DIRECTV, DISH Network and  
3 Verizon) and Internet-based distributors (such as Amazon's Prime Video service,  
4 Hulu and STARZ's own direct-to-consumer Internet service). STARZ Services are  
5 offered on a recurring monthly basis as part of a program package or on an a la  
6 carte basis.

7           22. To ensure that STARZ continues to offer competitive and  
8 compelling content, STARZ has entered into licensing agreements with several  
9 movie studios, including MGM. Pursuant to the terms of those agreements,  
10 STARZ receives the exclusive rights to exhibit specific content throughout the  
11 STARZ network. Those exclusive rights ensure that, for a given Picture, STARZ  
12 will be the only service with that Picture for a specified period of time.

13           23. Content exclusivity always has been important to STARZ. It  
14 built its business on offering consumers movies that are available only through it.  
15 Those exclusive offerings include a large, rotating selection of newer movies that  
16 are no longer in theaters but also are not available for viewing on any other  
17 subscription, advertising-supported or free video service ("first-run" movies) and  
18 classic movies.

19           24. Exclusive content attracts customers and is vital to STARZ's  
20 relationships with distributors. STARZ has built a library of exclusive movies so  
21 that at any given time since at least 2015 STARZ has had more exclusive movies  
22 on its service than competing services. By being able to consistently offer more  
23 movies on an exclusive basis than other networks, STARZ has built its reputation  
24 among consumers and among MVPDs as a valuable premium channel.  
25 Historically, STARZ has sought *only* exclusive licenses. Thus, for example, while  
26 there have been a few exceptions, more than 98% of the broadcast movies on the  
27 STARZ flagship channel in 2019 are licensed on an exclusive basis.

25. Exclusive licenses are extremely valuable to STARZ, not only because they allow the licensed Pictures to be shown on the STARZ Services, but also because they convey an ownership interest which enables STARZ to *exclude others* from showing the Pictures.

26. This exclusivity is critical to STARZ's ability to compete. Distributors have put pressure on STARZ to ensure that it offers a wide range of *exclusive* movies.

### **STARZ's Exclusive Licensing Agreements with MGM**

27. On July 26, 2013, STARZ entered into an exclusive licensing agreement with MGM—the Library Deal Memorandum agreement (the “2013 Library Agreement”). Pursuant to the terms of this agreement, MGM granted STARZ the exclusive right and license to exhibit within the United States 313 MGM movies and 108 television series episodes by means of pay television and subscription video on demand for various license periods for each Picture.

28. MGM represented and warranted that “each Picture is and will be protected by copyright in the U.S. throughout the duration of such Picture's License Period.”

29. The 2013 Library Agreement explicitly provides STARZ with exclusive copyrights to show the listed Pictures on pay television and on-demand. Paragraph 3 provides that:

[STARZ] will have the right and license to exhibit each Picture by means of Pay Television and SOD in the Territory during such Picture's License Period, on the [STARZ] services (as defined below) in the English language and, if and to the extent such rights are owned or controlled by MGM on a picture-by-picture basis as indicated on Exhibit “A-1” hereto, Spanish . . . . **Such Pay Television and SOD rights shall be exclusive** in the

1 Territory with respect to the Pictures, other than  
2 [exceptions not relevant here].

3 30. MGM further committed that it would not exhibit or authorize  
4 others to exhibit the content on virtually any platform, including free television. In  
5 Paragraph 10, MGM promised that:

6 MGM shall not exhibit or authorize the exhibition of, or  
7 promote or authorize the promotion of the exhibition of,  
8 any Picture in the Territory during its applicable License  
9 Period(s) in the Licensed Languages or any non-Licensed  
10 Language by means of any form of free television  
11 (including free-on-demand television), basic television,  
12 SOD or Pay Television (including without limitation  
13 distribution of each of the foregoing media by means of  
14 electronic delivery via the Internet, for example,  
15 distribution of free television by means of the Internet).

16 31. In its representations and warranties, MGM represented in  
17 Paragraph 19 that it had not and would not grant rights in the Pictures to any other  
18 party:

19 MGM represents, warrants and covenants (a) it has all  
20 rights necessary to enter into this Library Deal  
21 Memorandum and to perform all of its obligations  
22 hereunder; (b) MGM has not taken or authorized, and will  
23 not take or authorize, any action by which any of the  
24 rights in any Picture granted herein by MGM to [STARZ]  
25 have been or may be materially impaired in any way.

26 32. In addition to granting STARZ exclusive rights, MGM delivered  
27 masters of each Picture to a “mutually agreed lab”, which is the means by which  
28 MGM provides the physical copy of pictures to entities who then exhibit them.

1           33. On May 7, 2015, STARZ and MGM entered into another  
2 exclusive licensing agreement—the 2015 Library Agreement (the “2015 Library  
3 Agreement”).

4           34. That agreement provided STARZ with the exclusive right to  
5 exhibit within the United States 472 MGM movies and 68 television series  
6 episodes. Like the 2013 Library Agreement, the 2015 Library Agreement provided  
7 STARZ with exclusive copyrights in Paragraph 3:

8           MGM hereby grants to [STARZ] the exclusive right and  
9 license (except as otherwise expressly set forth below) to  
10 exhibit each Picture by means of Pay Television and  
11 [Subscription Video On Demand] in the Territory during  
12 such Picture’s License Period, on the [STARZ] Services  
13 (each, as defined below) in the English language and, if  
14 and to the extent such rights are owned or controlled by  
15 MGM on a picture-by-picture basis as indicated on  
16 Exhibit “A” hereto, Spanish . . . . Such Pay Television and  
17 SVOD rights shall be exclusive in the Territory with  
18 respect to the Pictures, other than [exceptions not relevant  
19 here].

20           35. In Paragraph 10, MGM again promised:  
21 **MGM shall not exhibit or authorize the exhibition of,**  
22 **or promote or authorize the promotion of the**  
23 **exhibition of, any Picture in the Territory during its**  
24 **applicable License Period(s) in the Licensed**  
25 **Languages or any non-Licensed Language** by means of  
26 any form of free television (including free-on-demand  
27 television), basic television, SVOD or Pay Television  
28 (including without limitation distribution of each of the



1 foregoing media by means of electronic delivery via the  
2 Internet, for example, distribution of free television by  
3 means of the Internet).

4 36. And, again, in Paragraph 19, MGM further promised that:

5 (a) it has all rights necessary to enter into this Library  
6 Agreement and to perform all of its obligations hereunder;

7 (b) MGM has not taken or authorized, and will not take or  
8 authorize, any action by which any of the rights in any  
9 Picture granted herein by MGM to [STARZ] have been or  
10 may be materially impaired in any way.

11 37. The two Library Agreements provided STARZ with the  
12 exclusive right under copyright to exhibit 585 movies and 176 television series  
13 episodes for the time periods provided under their respective agreements. In  
14 exchange for those exclusive rights and licenses, STARZ agreed to pay MGM  
15 nearly 70 million dollars over the life of the two Library Agreements.

16 38. The value in entering into the Library Agreements was not only  
17 that they allowed STARZ to exhibit content, but also that the content would be  
18 provided to STARZ exclusively, such that STARZ could prohibit others (including  
19 MGM) from using or impairing STARZ's copyrights. STARZ would not have  
20 entered into the Library Agreements without MGM providing exclusivity and  
21 without MGM committing to safeguard those rights. As a premium pay network,  
22 STARZ is not in the business of acquiring or exhibiting non-exclusive content.

23 39. MGM breached its representations, including its explicit  
24 representation and warranty that MGM "ha[d] not taken or authorized, and will not  
25 take or authorize, any action" impairing STARZ's rights to these Pictures.  
26 Contrary to MGM's representations and promises, MGM repeatedly and  
27 systematically breached its contractual obligations and infringed STARZ's  
28 exclusive copyrights by purporting to license the Pictures to STARZ's competitors.

**Exclusivity is Important For STARZ And Its Distributors For Its Ability to  
Attract and Retain Customers**

40. STARZ's ability to provide exclusive content is not only an important consideration in how STARZ values its agreements with its studio partners, but exclusivity also is vital to STARZ's ability to compete with other content providers.

41. Traditionally, STARZ has negotiated distribution agreements with cable companies and others to provide STARZ to consumers. Those agreements set forth the rates and carriage terms governing the distribution of the STARZ Services on their platforms.

42. STARZ markets its library of predominantly exclusive films with strong, well-known titles. Distributors of STARZ value its ability to provide exclusive content and have put pressure on STARZ to ensure the exclusivity of its content. The overwhelming majority of STARZ's movies—in 2019 over 98% of the movies broadcast on the STARZ flagship channel and 91% of the movies broadcast across all STARZ-owned channels—are exclusive. While STARZ continues to offer an extensive library of exclusive titles, and STARZ has been expanding its original content offerings, including hit series such as *Power*, *Outlander*, *American Gods* and *Vida*, the perceived lack of exclusivity caused by MGM's infringement of the Pictures—including on MGM's own competitor Epix channels—has caused at least one major distributor to question STARZ's value and significantly damaged STARZ's relationship with that distributor—to MGM and Epix's benefit.

43. Exclusive content also is a way for STARZ to attract and retain consumers. For example, when an individual searches for movies or television shows online and finds that the title they are looking for is available only on STARZ, it encourages them to subscribe to STARZ. If, on the other hand, the online search reveals multiple options to view the title searched for, the consumer



1 would have no additional incentive to subscribe to STARZ specifically; instead, the  
2 consumer may choose to subscribe to one of STARZ's competitors or to watch the  
3 title on a platform to which they already have a subscription. Thus, a lack of  
4 exclusivity deprives STARZ of the opportunity to attract new subscribers.

5 **MGM is Forced To Admit the Massive Breaches Discovered By STARZ**

6 44. In August 2019, STARZ became suspicious for the first time  
7 that MGM might have violated the terms of the Library Agreements. During that  
8 month, a STARZ employee noticed that *Bill & Ted's Excellent Adventure*, a movie  
9 that STARZ had the exclusive right to exhibit, was being exhibited on Amazon  
10 Prime Video services. STARZ asked MGM about this apparent breach and MGM  
11 responded that it would "dig into this" and get back to STARZ.

12 45. On August 13, 2019, MGM admitted that *Bill & Ted's Excellent*  
13 *Adventure* had been licensed improperly during the STARZ exclusive license  
14 period, and offered to provide additional periods of exclusivity. MGM did not  
15 inform STARZ that the exclusivity of any other titles had been violated.

16 46. On August 23, 2019, STARZ followed up to inform MGM that  
17 *Bill & Ted's Excellent Adventure* was not the only breach; STARZ had since  
18 discovered that ***22 of the approximately 70 MGM movies then available on***  
19 ***STARZ were streaming on Amazon Prime Video services***. Again, MGM told  
20 STARZ that it would "dig into this".

21 47. On September 11, 2019, MGM claimed that it had found the  
22 source of the problem that STARZ had brought to its attention, that the issue had  
23 been "corrected", and that the 22 titles were no longer being infringed. Again,  
24 MGM failed to disclose that other STARZ-exclusive Pictures also had been  
25 improperly licensed.

26 48. On September 30, 2019, MGM provided STARZ with a list of  
27 22 movies that it had identified as streaming on Amazon Prime Video services  
28

1 when those movies should have only been available on STARZ. But STARZ found  
2 discrepancies in the information MGM provided—certain movies STARZ had  
3 found were not included on MGM’s list of 22 movies, and certain movies on  
4 MGM’s list of 22 were new to STARZ. STARZ again asked MGM to investigate  
5 the situation, and identified three additional movies that were being streamed by  
6 Amazon Prime Video services in violation of STARZ’s rights to exclusivity.  
7 MGM again said it would “dig[] into” it.

8           49. Becoming suspicious that MGM was not being forthcoming  
9 about the scope and nature of its breach, on October 18, 2019, STARZ sent a letter  
10 to MGM seeking formal assurances that (i) the 22 movies MGM had identified as  
11 being exhibited by Amazon Prime, plus the three additional movies STARZ asked  
12 MGM to investigate, were not licensed to any other service provider; (ii) that other  
13 than those 25 movies, none of the other Pictures MGM licensed exclusively to  
14 STARZ under the Library Agreements had been licensed to Amazon Prime or any  
15 other service provider; and (iii) that MGM was taking affirmative measures to  
16 ensure that no Pictures licensed to STARZ under the Library Agreements would be  
17 licensed to any other service provider in violation of the terms of those agreements.

18           50. On November 1, 2019, MGM finally admitted that the 25  
19 movies STARZ had inquired about were, in fact, only the tip of the iceberg. MGM  
20 attached to its reply email ***a list of 136 movies and 108 television series episodes***  
21 that MGM identified as having been licensed to third parties during the STARZ  
22 exclusive license periods. That list also included the number of days of  
23 “exclusivity overlap” for each Picture, meaning that MGM told STARZ the number  
24 of days on which the Pictures were licensed to third parties when STARZ had the  
25 exclusive copyright to those Pictures. The exclusivity overlaps ranged from one  
26 day for *Gang Related* to all 456 days of the license period for *The Thomas Crown*  
27 *Affair* under the 2013 Library Agreement. In that same email, MGM assured  
28

1 STARZ that it had “taken action to ensure that [its] rights tracking system  
2 accurately reflects the terms of our deals and full exclusivity for all other licensed  
3 Pictures will be maintained”. But that was not true. As of December 12, 2019,  
4 several of the breached and/or infringed Pictures were *still* available on various  
5 services when they should have been exclusive to STARZ.

6 51. STARZ has since learned that MGM’s breach of exclusivity has  
7 been happening since at least 2015 without STARZ’s knowledge. Certain Pictures  
8 were licensed in violation of STARZ’s rights under copyright for hundreds of days.  
9 For example, MGM licensed the James Bond movie *Never Say Never Again* to  
10 Amazon Prime Video services for *over 300 of the 429 days* that STARZ held the  
11 exclusive license to distribute that movie on pay television and SVOD. MGM  
12 *admitted* that it did this with hundreds of Pictures, in breach of the Library  
13 Agreements and in violation of STARZ’s copyrights.

14 52. STARZ continues to discover new evidence that MGM has  
15 licensed *even more* of STARZ’s exclusive Pictures to third parties than MGM  
16 admitted in its November 1, 2019 email. Through STARZ’s continuing internal  
17 review, it has so far identified *nearly 100 additional movies* (not included on  
18 MGM’s list) that appear to have been licensed to third parties during time periods  
19 in which STARZ enjoyed exclusivity.

20 53. Worse, STARZ discovered that some of the Pictures exclusively  
21 licensed to STARZ were exhibited on Epix—the competitor pay television and  
22 SVOD service *wholly owned by MGM*—during the periods in which STARZ had  
23 an exclusive right to exhibit those Pictures. STARZ requires discovery to uncover  
24 the full extent of MGM’s breach and infringement.

**MGM's Infringement Damaged STARZ vis-a-vis its Distributors and Customers**

54. By purporting to license the Pictures to which STARZ had been conveyed exclusive copyrights, MGM directly, willfully and recklessly infringed STARZ's copyright for each work, contributed to (and caused) others' infringement and breached the promises it made in the Library Agreements, including its representations and warranties.

55. Though the infringement and breach is ongoing, much damage already has been done. Despite the increasing popularity of STARZ's new original content, the perceived lack of exclusivity caused by MGM's infringement of the Pictures has devalued STARZ in the eyes of some and significantly damaged STARZ's relationship with at least one major distributor.

56. MGM's infringement and breach also hampered STARZ's ability to attract and retain subscribers to STARZ's own services. STARZ's exclusive content works as a marketing tool to attract new subscribers. But when a viewer searched online for a Picture to watch and learned that the Picture was available either on STARZ or a third-party service (when it should have been available only on STARZ) that viewer was encouraged not to subscribe to STARZ, but instead to use the competing service. A search for what should have been an exclusive Picture to STARZ, which should have been a boost to STARZ's business, instead caused STARZ potentially to lose customers.

57. For example, MGM made many of the infringed Pictures available for viewing on Amazon Prime Video services through its Prime Video Direct service. The Prime Video Direct service allows content owners, such as MGM, to directly publish pictures on the Amazon Prime Video platform, earning fees based on how many consumers watch the pictures. MGM licensed many of the STARZ-exclusive movies to Amazon via its Prime Video Direct Service.

1           58. That had severe negative consequences for STARZ. When a  
2 consumer is searching for a STARZ-exclusive title on Amazon, the platform should  
3 inform the consumer that the title is available for no additional charge to  
4 subscribers of STARZ. For a consumer that is not a STARZ subscriber, the  
5 platform also promotes the STARZ service, offering a seven-day free trial. This is  
6 a powerful way for STARZ to attract new subscribers based on the exclusive nature  
7 of its offerings. But when a title is not exclusive to STARZ, but instead is also  
8 available on the Amazon Prime Video services (even when it should have been  
9 available only through STARZ), the platform first suggests that the consumer watch  
10 it through the Amazon Prime Video services, at no additional charge for Amazon  
11 Prime subscribers. The platform does not highlight the STARZ service and,  
12 instead, the company that provided the movie through the Prime Video Direct  
13 service (such as MGM) gets a fee from Amazon if the customer watches the movie  
14 through Amazon Prime Video. Thus, when MGM licensed STARZ-exclusive  
15 content to Amazon through the Prime Video Direct service, it both robbed STARZ  
16 of the opportunity to attract new subscribers, and directly profited from its own  
17 infringement.

18           59. Not only is exclusivity important in attracting new subscribers,  
19 it also is a key component in maintaining consumer loyalty. For example, one  
20 consumer recently stated in a review of STARZ on Apple's App Store that "Starz  
21 shows movies you don't always see on the other services and *for that reason alone*  
22 *it's worth the price of a subscription.*" If consumers see that the Pictures they are  
23 looking for, time after time, are available not only on STARZ but also on Amazon  
24 Prime Video services or another third-party service, they are less likely to keep a  
25 STARZ subscription.

26           60. STARZ has been irreparably harmed by MGM's actions. This  
27 includes harm to its reputation and loss of goodwill among consumers and  
28 distributors as a source for exclusive, high-quality programming.

**COUNTS 1-340: COPYRIGHT INFRINGEMENT IN VIOLATION OF**  
**17 U.S.C. § 501**

**(Against Defendant MGM)**

61. STARZ incorporates by reference paragraphs 1-60 as if fully set forth herein.

62. STARZ is the exclusive licensee of registered copyrights in certain Pictures under the Library Agreements. With each license, STARZ holds the exclusive rights and licenses to exhibit the at-issue Pictures within the United States for pay television and SVOD during the exclusivity periods.

63. MGM infringed those rights and violated the Copyright Act, 17 U.S.C. § 501, when MGM purported to grant licenses for the same copyrights for the same Pictures to third parties during the exclusivity periods.

64. At no time has STARZ authorized MGM to license or distribute those works to other competing services during the exclusivity periods.

65. MGM knew that STARZ owned the exclusive rights and license to the infringed works. Despite that knowledge, MGM willfully entered into agreements that purported to license the copyrighted works to other parties.

66. MGM's infringement is and has been willful, intentional, purposeful and reckless, in complete disregard of the rights it granted to STARZ, and has caused substantial damage to STARZ.

67. Each violation of STARZ's rights in and to each copyrighted Picture constitutes a separate and distinct act of copyright infringement by MGM. MGM infringed STARZ's copyrights for the Pictures attached as Exhibit A.



**COUNTS 341-680: CONTRIBUTORY COPYRIGHT INFRINGEMENT IN**  
**VIOLATION OF 17 U.S.C. § 501**  
**(Against Defendant MGM)**

68. STARZ incorporates by reference paragraphs 1-60 as if fully set forth herein.

69. MGM is liable as a contributory infringer for the copyright infringement committed by Amazon and other third parties. MGM knew that the infringement has occurred and is continuing to occur, and MGM caused, enabled, facilitated and materially contributed to that infringement.

70. Amazon and other third parties have directly infringed and are directly infringing STARZ's copyrights by distributing copyrighted Pictures to the public via pay television and SVOD in violation of STARZ's exclusive rights under the Library Agreements and in violation of the Copyright Act, 17 U.S.C. § 501.

71. MGM caused, enabled, facilitated and materially contributed to that infringement by purporting to issue licenses to the at issue Pictures to those third parties and by giving those third parties access to the masters of the Pictures.

72. MGM's knowledge of the infringement is both actual and constructive. It has admitted that it entered into licensing agreements with third parties which purported to grant those third parties licenses to distribute Pictures when MGM knew that STARZ owned the exclusive copyrights to those Pictures, having granted STARZ those exclusive rights in the first instance.

73. MGM's contributory infringement is and has been willful, intentional, purposeful and reckless, in complete disregard of the rights it granted to STARZ, and has caused substantial damage to STARZ.

74. Each violation of STARZ's rights in and to each copyrighted Picture constitutes a separate and distinct act of copyright infringement. MGM contributorily infringed STARZ's copyrights for the Pictures attached as Exhibit A.

**COUNTS 681-1020: VICARIOUS COPYRIGHT INFRINGEMENT IN**  
**VIOLATION OF 17 U.S.C. § 501**  
**(Against Defendant MGM)**

75. STARZ incorporates by reference paragraphs 1-60 as if fully set forth herein.

76. MGM is liable as a vicarious infringer for the copyright infringement committed via Amazon Prime Video services and other third-party services. MGM (i) profited from the direct infringement while (ii) declining to exercise its rights to stop or limit it.

77. Amazon and other third parties have directly infringed and are directly infringing STARZ's copyrights by distributing copyrighted Pictures to the public via pay television and SVOD in violation of STARZ's exclusive rights under the Library Agreements and in violation of the Copyright Act, 17 U.S.C. § 501.

78. MGM had the ability to prevent the infringing conduct by refusing to license to third parties works that already had been exclusively licensed to STARZ. MGM did not do so, but, instead actively sought to license STARZ's exclusive Pictures to others.

79. MGM profited from the direct infringement by, *inter alia*, (i) receiving license fees from Amazon and others for the STARZ-exclusive Pictures; and (ii) gaining an enhanced reputation as having rights to Pictures it does not have.

80. MGM's vicarious infringement is and has been willful, intentional, purposeful and reckless, in complete disregard of the rights it granted to STARZ, and has caused substantial damage to STARZ.

81. Each violation of STARZ's rights in and to each copyrighted Picture constitutes a separate and distinct act of copyright infringement. MGM vicariously infringed STARZ's copyrights for the Pictures attached as Exhibit A.



**COUNT 1021: BREACH OF CONTRACT**

**(Against Defendant MGM)**

82. STARZ incorporates by reference paragraphs 1-60 as if fully set forth herein.

83. The Library Agreements between STARZ and MGM are valid and enforceable agreements between the parties.

84. STARZ has performed its obligations under the Library Agreements in all material respects.

85. MGM breached the Library Agreements, which grant STARZ the exclusive right and license to exhibit certain Pictures on pay television and SVOD and provide that MGM shall not exhibit or authorize the exhibition of those same Pictures by means of free television, basic television, SVOD and pay television, by purporting to license Pictures to others that MGM already had licensed exclusively to STARZ.

A. MGM breached paragraph 10 of the 2013 Library Agreement and paragraph 10 of the 2015 Library Agreement, which state that “MGM shall not exhibit or authorize the exhibition of, or promote or authorize the promotion of the exhibition of” any of the Pictures covered under that agreement “by means of any form of free television”, “basic television”, Subscription Video on Demand, or “Pay Television” when it purported to grant licenses for STARZ’s exclusive content to third parties.

B. MGM breached its representations and warranties in paragraph 19 of the 2013 Library Agreement and paragraph 19 of the 2015 Library Agreement by failing to ensure that it “has not taken or authorized, and will not take or authorize, any action by which any of the rights in which any Picture granted [by MGM to STARZ] have been or may be materially impaired in any way.”

1           86. STARZ has been injured, and continues to be injured, by  
2 MGM's material breaches of the Library Agreements. STARZ is entitled to  
3 compensatory and consequential damages in an amount to be proven at trial.

4           **COUNT 1022: BREACH OF THE COVENANT OF GOOD FAITH**  
5                           **AND FAIR DEALING**  
6                           **(Against Defendant MGM)**

7           87. STARZ incorporates by reference paragraphs 1-60 as if fully set  
8 forth herein.

9           88. MGM and STARZ entered into the Library Agreements  
10 whereby MGM granted STARZ the exclusive right and license to certain Pictures.

11           89. STARZ has performed its obligations under the Library  
12 Agreements in all material respects.

13           90. MGM had a duty to act fairly and in good faith and to do  
14 nothing which would have the effect of destroying, interfering, frustrating or  
15 injuring the rights of STARZ to receive the benefits of the Library Agreements.

16           91. MGM has breached the implied covenant of good faith and fair  
17 dealing by engaging in a course of conduct to deprive STARZ of its rights under  
18 the Library Agreements. MGM has, among other things, destroyed, interfered with,  
19 frustrated and injured STARZ's rights by failing to ensure that MGM was not  
20 licensing STARZ-exclusive Pictures to third parties during the STARZ exclusivity  
21 periods.

22           92. As a direct and proximate result of MGM's breach of the  
23 implied covenant of good faith and fair dealing under the Library Agreements,  
24 STARZ has been injured and damaged in an amount to be proven at trial.  
25  
26  
27  
28

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant and respectfully requests the following relief:

A. Judgment that MGM directly, contributorily and vicariously infringed STARZ's copyrights in violation of the Copyright Act;

B. Judgment that MGM breached the Library Agreements and the implied covenant of good faith and fair dealing contained therein;

C. An award to STARZ of MGM's profits attributable to its direct, contributory and vicarious copyright infringement pursuant to 17 U.S.C. § 504(b), including, but not limited to, licensing fees it collected from third parties for the STARZ-exclusive Pictures it purported to license in violation of STARZ's copyrights and all other profits it stands to gain from its infringement;

D. An award to STARZ of monetary damages equal to STARZ's actual damages caused by MGM's direct, contributory and vicarious copyright infringement pursuant to 17 U.S.C. § 504(b), including, but not limited to, lost profits from receiving less in distribution fees from content distributors, lost profits due to the loss of subscribers to STARZ's services, loss of good will and reputational harm;

E. In the alternative, STARZ reserves the right to elect maximum statutory damages (in lieu of actual damages) pursuant to 17 U.S.C. § 504(c) at anytime prior to final judgment;

F. An order (i) enjoining MGM from infringing STARZ's copyrights, whether directly, indirectly or vicariously; and (ii) directing MGM to cease causing, enabling, facilitating, encouraging, promoting, inducing, contributing to, and participating in the infringement of STARZ's copyrights;

G. Compensatory and consequential damages, including, but not limited to, lost profits, goodwill and reputational harm, resulting from MGM's

1 breach of the terms and representations and warranties in the Library Agreements,  
2 in an amount to be proven at trial;

3 H. Compensatory and consequential damages, including, but not  
4 limited to, lost profits, goodwill and reputational harm, resulting from the breach of  
5 the covenant of good faith and fair dealing in the Library Agreements in an amount  
6 to be proven at trial;

7 I. STARZ's costs and disbursements in this action, including  
8 reasonable attorneys' fees and prejudgment and post-judgment interest; and

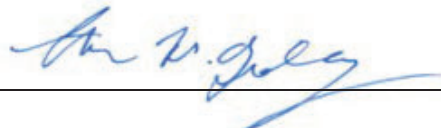
9 J. Such other and further relief as the Court deems proper and just.

10 **Jury Demand**

11 Pursuant to Fed. R. Civ. P. 38(b) and L.R. 38-1, STARZ demands a jury trial  
12 on all issues so triable.

13 Dated: May 4, 2020

14 Respectfully submitted,

15   
16 \_\_\_\_\_

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4 *Entertainment, LLC*

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# Exhibit 2

## European Commission - Press release



## Mergers: Commission approves acquisition of MGM by Amazon

Brussels, 15 March 2022

The European Commission has approved unconditionally, under the EU Merger Regulation, the proposed acquisition of MGM Holdings Inc. ('MGM') by Amazon.com Inc ('Amazon'). The Commission concluded that the transaction would raise no competition concerns in the European Economic Area ('EEA').

**Amazon** operates a range of businesses including retail, consumer electronics and technology services, as well as the (co-)production and retail supply of own and third-party audio-visual ('AV') content through Prime Video. **MGM** is an entertainment company, which produces and distributes AV content.

### The Commission's investigation

Based on its market investigation, the Commission found that the transaction, as notified, would not significantly reduce competition in the markets for (i) the production and supply of AV content, (ii) the wholesale supply of TV channels, (iii) the retail supply of AV services, (iv) the production and licensing of distribution rights to third-party distributors of films for theatrical release and (v) the provision of marketplace services. These markets are found to be likely national in scope.

During its investigation, the Commission examined:

- **The horizontal overlaps between the activities of Amazon and MGM in the AV content value chain.** The Commission found that the overlaps between Amazon and MGM are limited. The parties are primarily active in different parts of the AV content value chain and where both parties are active, their combined market shares are low.
- **The vertical links between the activities of Amazon and MGM in the AV content value chain.** The Commission found that (i) MGM's upstream activities as a producer and licensor of AV content are limited compared to other market players' activities, (ii) MGM's content cannot be considered as must-have and (iii) a wide variety of alternative content exists. Even in the national markets where Amazon has a sizeable market presence among video streaming platforms, the Commission found that Amazon faces strong competition from other players.
- **The vertical link between the activities of Amazon and MGM in the upstream market for the production and licensing of films for theatrical release and the downstream market for the theatrical exhibition of films.** The Commission found that MGM's films represent only a limited share of box office revenues in the EEA and that overall MGM is not among the top production studios, despite its rights over successful film franchises such as *James Bond*.
- **The conglomerate links regarding MGM's content and Amazon's existing bundle of AV retail and marketplace service products.** The Commission concluded that the addition of MGM's content into Amazon's Prime Video offer would not have a significant impact on Amazon's position as provider of marketplace services.

The Commission therefore concluded that the proposed transaction would raise no competition concerns on any of the markets examined in the EEA and cleared the case unconditionally.

### Companies and products

**Amazon** is a US based multinational company which operates a range of businesses including retail, entertainment, consumer electronics and technology services. Amazon is active in the (co-)production of AV content through Amazon Studios, which is available alongside third-party content on Amazon's home entertainment offering, Prime Video, available to consumers in the EEA and globally.

**MGM** is a US based company which is active in the production and distribution of AV content in the EEA and globally. MGM also offers a wholesale channel, MGM+, in a number of EEA jurisdictions via retail distributors Prime Video, Zattoo, and Mediaset.

## **Merger control and procedure**

The transaction was notified to the Commission on 8 February 2022 pursuant to Article 4 of Council Regulation (EC) No 139/2004.

The Commission has the duty to assess mergers and acquisitions involving companies with a turnover above certain thresholds (see Article 1 of the [Merger Regulation](#)) and to prevent concentrations that would significantly impede effective competition in the EEA or any substantial part of it.

The vast majority of notified mergers do not pose competition problems and are cleared after a routine review. From the moment a transaction is notified, the Commission generally has 25 working days to decide whether to grant approval (Phase I) or to start an in-depth investigation (Phase II).

More information will be available on the Commission's [competition website](#), in the Commission's [public case register](#) under the case number [M.10349](#).

IP/22/1762

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[Maria TSONI](#) (+32 2 299 05 26)

General public inquiries: [Europe Direct](#) by phone [00 800 67 89 10 11](#) or by [email](#)



# Exhibit 3

## UNITED STATES DISTRICT COURT

for the

Central District of California



STARZ ENTERTAINMENT, LLC

*Plaintiff*

v.

MGM DOMESTIC TELEVISION  
DISTRIBUTION LLC,*Defendant*

Civil Action No. 2:20-CV-04085 DMG (KSx)

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

Amazon.com, Inc. c/o Corporation Service Company  
2710 Gateway Oaks Drive Suite 150N, Sacramento, CA 95833.*(Name of person to whom this subpoena is directed)*

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place: Markun Zusman Freniere Compton LLP  
3 Hutton Centre Dr., 9th Floor  
Santa Ana, CA 92707Date and Time:  
January 5, 2022 10:00am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: \_\_\_\_\_

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

/s/ Steven Goldberg

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* \_\_\_\_\_  
Starz Entertainment, LLC, who issues or requests this subpoena, are:

Steven Goldberg, 3 Hutton Centre Dr., 9th Floor, Santa Ana, CA 92707, sgoldberg@mzclaw.com, 310-990-4109

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 2:20-CV-04085 DMG (KSx)

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
 on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
 tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
 \$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**SCHEDULE A**

**DEFINITIONS**

The following definitions shall apply to the Requests for Production (the “Requests”) contained herein:

1. The term “Affiliate” means and refers to any Person (including any entity) that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person (including an entity).

2. The term “Communication” means and refers to every manner or means of disclosure, transfer or exchange of information, whether orally, in writing, face to face, by telephone, mail, e-mail, short message service, multimedia message, text message, personal delivery or otherwise.

3. The term “concerning” and any derivative thereof means and refers to constituting, evidencing, reflecting, incorporating, effecting, including or otherwise pertaining or relating to, either directly or indirectly, or being in any way logically or factually connected with the subject matter of the Request.

4. The terms “Document” or “Documents” shall have the broadest meaning permissible consistent with Rule 34 of the Federal Rules of Civil Procedure. A draft, annotated or otherwise non-identical copy, including a copy with handwritten notes, is a separate Document within the meaning of this term. Communications are Documents within the meaning of this term.

5. The terms “Amazon”, “You” and “Your” means and refers to Amazon.com, Inc., and its consultants, advisors, representatives, agents, attorneys, accountants, employees, and all Persons acting or purporting to act on behalf of any of the foregoing (individually or collectively including all past or present employees or managers exercising discretion in making policies or decisions), as well as any Affiliates (including, but not limited to, Amazon.com Services LLC), subsidiaries, predecessors or assigns.

6. The term “Amazon Services” means and refers to every manner and means of watching, streaming, searching for, renting, purchasing or otherwise consuming motion

1 pictures and television series directly through Amazon's platforms, including but not limited to  
2 Amazon Prime Video, except that the term "Amazon Services" does not refer to watching,  
3 streaming, searching for, renting, purchasing or otherwise consuming motion pictures and  
4 television series through the Starz channel on Amazon Prime Video. The term "Amazon  
5 Services" also does not include the sale of physical DVDs, laser discs, VHS tapes or any other  
6 physical medium containing one or more of the Pictures.

7           7. The terms "MGM" or "Defendant" mean and refer to MGM Domestic  
8 Television Distribution LLC and its consultants, advisors, representatives, agents, attorneys,  
9 accountants, employees, and all Persons acting or purporting to act on behalf of any of the  
10 foregoing (individually or collectively including all past or present employees or managers  
11 exercising discretion in making policies or decisions), as well as any Affiliates, subsidiaries,  
12 predecessors or assigns.

13           8. The terms "EPIX" means and refers to EPIX Entertainment LLC, and its  
14 consultants, advisors, representatives, agents, attorneys, accountants, employees, and all Persons  
15 acting or purporting to act on behalf of any of the foregoing (individually or collectively  
16 including all past or present employees or managers exercising discretion in making policies or  
17 decisions), as well as any Affiliates, subsidiaries, predecessors or assigns.

18           9. The terms "Person" or "Persons" mean and refer to any individual,  
19 corporation, limited liability company, partnership, firm, association, government agency or  
20 other organization recognizable at law, and its directors, officers, agents and employees.

21           10. The term "Pictures" means and refers to any of the motion picture and  
22 television series listed in Schedule B attached hereto.

23           11. The terms "Starz" or "Plaintiff" mean and refer to Starz Entertainment,  
24 LLC, as well as its consultants, advisors, representatives, agents, attorneys, accountants,  
25 employees and all Persons acting or purporting to act on behalf of any of the foregoing.  
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**INSTRUCTIONS**

1. The use of a verb in any tense shall be construed as the use of the verb in all other tenses, whenever necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside its scope.

2. The use of the singular form of any word includes the plural and vice versa; the use of the masculine includes the feminine, and the use of the feminine includes the masculine.

3. “Any” shall be construed to include “all” and vice versa, and “all” shall be construed to include “each” and vice versa, as is necessary to make the Request inclusive rather than exclusive.

4. The words “and,” “and/or” and “or” shall be construed conjunctively or disjunctively, as is necessary to make the Request inclusive rather than exclusive.

5. The words “include,” “includes” and “including” shall be construed to mean “include, but not be limited to,” “includes, but is not limited to” and “including, but not limited to,” respectively.

6. If, in responding to these Requests, You claim any ambiguity in the Request, such claim shall not be utilized as a basis for refusing to respond, but You shall set forth as part of Your response the language deemed to be ambiguous and the interpretation used in responding to the Request.

7. The Requests shall be deemed to be continuing in nature and your responses to them are to be promptly supplemented or amended if, after the time of your initial responses, you learn that any response is or has become in some material respect incomplete or incorrect.

8. Unless otherwise indicated, the relevant time period for the Requests is from January 1, 2013, to the date of the responses.

9. The Requests call for the production of all responsive Documents that are in Your possession, custody or control, wherever located, regardless of whether they are

1 possessed directly by You or Your agents, representatives, employees, accountants, attorneys or  
2 other Persons acting or purporting to act on Your behalf.

3           10. If any portion of any Document or Communication is responsive to any  
4 Request, the entire Document must be produced.

5           11. Each Request shall be construed independently and not with reference to  
6 any other Request for the purpose of limitation or exclusion.

7           12. Where a Request seeks Documents from a particular period, undated  
8 Documents shall be presumed to be from or concerning that period.

9           13. All Documents and Communications should be produced for copying or  
10 inspection as they are kept in the ordinary course of business, or shall be organized and labeled  
11 to correspond to the specific Request(s) to which they are responsive. You shall produce the  
12 Documents and Communications requested herein, including electronic Documents and  
13 Communications, in the original file folders, boxes or other containers or binders in which such  
14 items are found, including the title, labels or other description of each such folder, box or other  
15 container, or attach a copy of the Documents or Communications to copies of the file folders  
16 from which they came. The integrity and internal sequence of the requested Documents and  
17 Communications within each folder shall not be disturbed or commingled with the contents of  
18 another folder. All Documents and Communications should be stored, clipped, stapled or  
19 otherwise arranged in the same form and manner as they were found. If a Document or  
20 Communication is responsive to more than one Request, You are not required to duplicate  
21 production.

22           14. Plaintiff reserves the right to view the original of any copy of a Document  
23 or Communication provided in response to the Requests. By accepting a copy of a Document or  
24 Communication provided in response to any Request, Plaintiff does not waive the right to view  
25 or inspect any original Document or Communication.

26           15. If any objection is made to any of the Requests, the response shall state  
27 whether Documents or Communications are being withheld from inspection and production on  
28



1 the basis of such objection, or whether inspection or production of the responsive items will  
2 occur notwithstanding such objection.

3           16. If You object to a Request and withhold any information or Document  
4 requested herein pursuant to a claim of privilege, work product or other discovery protection,  
5 state with respect to each such Document: (a) the privilege upon which You are relying; (b) the  
6 type of Document (*e.g.*, letter, memorandum); (c) the date of the Document; (d) the name and  
7 title of the author; (e) the name and title of the addressee; (f) the names and titles of all  
8 recipients; and (g) a general description of the subject matter of the Document, including all  
9 information necessary to determine the basis for assertion of the privilege or protection.

10           17. If You claim privilege with regard to only part of a Document or  
11 Communication, produce the non-privileged part and furnish a list identifying each item that is  
12 partially withheld based on a claim of privilege together with the information listed in the  
13 preceding paragraph.  
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**REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. All agreements pursuant to which You were granted a license or other authorization to exhibit or otherwise exploit any of the Pictures on any Amazon Services.

2. Documents sufficient to show the date(s) on which each Picture was exhibited, available for watching or streaming, or otherwise exploited on any Amazon Services.

3. Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation): (a) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that returned search results that included one or more of the Pictures; (b) the number of Amazon users who viewed each Picture, in whole or in part, through the Amazon Services; (c) the duration of time Amazon users spent watching, streaming or otherwise consuming each of the Pictures through the Amazon Services; (d) the number of Amazon users who viewed each Picture on demand, in whole or in part, through the Starz channel on Amazon Prime Video; (e) the duration of time Amazon users who selected the Pictures on demand spent watching, streaming or otherwise consuming each of the Pictures through the Starz channel on Amazon Prime Video; (f) the number of Amazon users who viewed each Picture, in whole or in part, through the linear Starz channel on Amazon Prime Video; (g) the duration of time Amazon users spent watching, streaming or otherwise consuming each of the Pictures through the linear Starz channel on Amazon Prime Video.

4. Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that returned search results that included one or more of the Pictures who then subscribed to Starz through Amazon.com or any affiliated sites.

5. Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that

1 returned search results that included one or more of the Pictures who then subscribed to Amazon  
2 Prime.

3           6. Documents sufficient to show any amounts, including without limitation  
4 licensing charges, royalties or other fees, that You have paid or are due to pay MGM with  
5 respect to each Picture that You have exhibited or otherwise exploited on the Amazon Services,  
6 including the dates that you paid or expect to pay the above referenced amounts.

7           7. Documents sufficient to show any projections or estimates of amounts that  
8 You expect to pay to MGM with respect to each Picture that You have or will exhibit or  
9 otherwise exploit on the Amazon Services, including the dates you expect to make the above  
10 referenced payments.

11           8. Documents sufficient to show the number of Your users who subscribed to  
12 or purchased access to the Starz channel—i.e. whose subscription to Starz was initiated through  
13 Amazon.com or any affiliated site at any time.

14           9. Documents sufficient to show the number of new subscribers to Starz  
15 whose subscription to Starz was initiated through Amazon.com or any affiliated site during the  
16 relevant period.

17           10. All Documents and Communications between You and MGM concerning  
18 Starz and/or the Pictures.

19           11. All Documents and Communications between You and Epix concerning  
20 Starz and/or the Pictures.

21           12. All internal Communications or other Documents concerning Starz and/or  
22 the Pictures.

23           13. All complaints, written or oral, You received concerning Your exhibition  
24 or display of Pictures.

25           14. All Documents You received, including cease-and-desist letters, claims for  
26 damages, and similar Communications concerning Your exhibition or display of Pictures.

1                   15. All Documents and Communications concerning this action, *Starz*  
2 *Entertainment, LLC v. MGM Domestic Television Distribution, LLC*, Civil Action No. 2:20-CV-  
3 04085 DMG (KSx).  
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**SCHEDULE B**

Title
10 TO MIDNIGHT
24 HOUR PARTY PEOPLE
8 HEADS IN A DUFFEL BAG
ADIOS, SABATA
ADVENTURES OF BUCKAROO BANZAI, THE
ADVENTURES OF HERCULES
ADVENTURES OF PRISCILLA QUEEN OF THE DESERT
AGENT CODY BANKS
AGENT CODY BANKS 2: DESTINATION LONDON
ALAMO, THE
ALAMO: THIRTEEN DAYS TO GLORY, THE
ALL DOGS GO TO HEAVEN
ALL DOGS GO TO HEAVEN 2
ALL OR NOTHING
ALLAN QUATERMAIN AND THE LOST CITY
AMERICAN NINJA
AMERICAN NINJA 4
AMERICAN NINJA II
AMERICAN NINJA III
AMITYVILLE 3-D
AMITYVILLE HORROR (1979), THE
AMITYVILLE HORROR (2005), THE
AMITYVILLE HORROR, THE
ANNIE HALL
ANOTHER MAN, ANOTHER CHANCE
ANTI-TRUST
APACHE
ARIZONA WHIRLWIND
ASSASSINATION TANGO
AT FIRST SIGHT
AUTUMN IN NEW YORK
AVENGING FORCE
BABES IN TOYLAND (ORION)
BABY BOOM
BABY BOOM (FEATURE)
BACK TO SCHOOL
BAD INFLUENCE
BANDITS
BARBERSHOP
BARBERSHOP 2: BACK IN BUSINESS
BARQUERO

1	BAT MASTERSON (SEASON 1, EP. 01)
2	BAT MASTERSON (SEASON 1, EP. 02)
3	BAT MASTERSON (SEASON 1, EP. 03)
4	BAT MASTERSON (SEASON 1, EP. 04)
5	BAT MASTERSON (SEASON 1, EP. 05)
6	BAT MASTERSON (SEASON 1, EP. 06)
7	BAT MASTERSON (SEASON 1, EP. 07)
8	BAT MASTERSON (SEASON 1, EP. 08)
9	BAT MASTERSON (SEASON 1, EP. 09)
10	BAT MASTERSON (SEASON 1, EP. 10)
11	BAT MASTERSON (SEASON 1, EP. 11)
12	BAT MASTERSON (SEASON 1, EP. 12)
13	BAT MASTERSON (SEASON 1, EP. 13)
14	BAT MASTERSON (SEASON 1, EP. 14)
15	BAT MASTERSON (SEASON 1, EP. 15)
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18	BAT MASTERSON (SEASON 1, EP. 18)
19	BAT MASTERSON (SEASON 1, EP. 19)
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21	BAT MASTERSON (SEASON 1, EP. 21)
22	BAT MASTERSON (SEASON 1, EP. 22)
23	BAT MASTERSON (SEASON 1, EP. 23)
24	BAT MASTERSON (SEASON 1, EP. 24)
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26	BAT MASTERSON (SEASON 1, EP. 26)
27	BAT MASTERSON (SEASON 1, EP. 27)
28	BAT MASTERSON (SEASON 1, EP. 28)
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	BAT MASTERSON (SEASON 1, EP. 34)
	BAT MASTERSON (SEASON 1, EP. 35)
	BAT MASTERSON (SEASON 1, EP. 36)
	BAT MASTERSON (SEASON 1, EP. 37)
	BAT MASTERSON (SEASON 2, EP. 01)
	BAT MASTERSON (SEASON 2, EP. 02)
	BAT MASTERSON (SEASON 2, EP. 03)
	BAT MASTERSON (SEASON 2, EP. 04)
	BAT MASTERSON (SEASON 2, EP. 05)
	BAT MASTERSON (SEASON 2, EP. 06)
	BAT MASTERSON (SEASON 2, EP. 07)
	BAT MASTERSON (SEASON 2, EP. 08)
	BAT MASTERSON (SEASON 2, EP. 09)

1	BAT MASTERSON (SEASON 2, EP. 10)
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4	BAT MASTERSON (SEASON 2, EP. 13)
5	BAT MASTERSON (SEASON 2, EP. 14)
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23	BAT MASTERSON (SEASON 2, EP. 32)
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26	BAT MASTERSON (SEASON 2, EP. 35)
27	BAT MASTERSON (SEASON 2, EP. 36)
28	BAT MASTERSON (SEASON 2, EP. 37)
	BAT MASTERSON (SEASON 3, EP. 01)
	BAT MASTERSON (SEASON 3, EP. 02)
	BAT MASTERSON (SEASON 3, EP. 03)
	BAT MASTERSON (SEASON 3, EP. 04)
	BAT MASTERSON (SEASON 3, EP. 05)
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	BAT MASTERSON (SEASON 3, EP. 12)
	BAT MASTERSON (SEASON 3, EP. 13)
	BAT MASTERSON (SEASON 3, EP. 14)
	BAT MASTERSON (SEASON 3, EP. 15)
	BAT MASTERSON (SEASON 3, EP. 16)
	BAT MASTERSON (SEASON 3, EP. 17)
	BAT MASTERSON (SEASON 3, EP. 18)



1	BAT MASTERSON (SEASON 3, EP. 19)
2	BAT MASTERSON (SEASON 3, EP. 20)
3	BAT MASTERSON (SEASON 3, EP. 21)
4	BAT MASTERSON (SEASON 3, EP. 22)
5	BAT MASTERSON (SEASON 3, EP. 23)
6	BAT MASTERSON (SEASON 3, EP. 24)
7	BAT MASTERSON (SEASON 3, EP. 25)
8	BAT MASTERSON (SEASON 3, EP. 26)
9	BAT MASTERSON (SEASON 3, EP. 27)
10	BAT MASTERSON (SEASON 3, EP. 28)
11	BAT MASTERSON (SEASON 3, EP. 29)
12	BAT MASTERSON (SEASON 3, EP. 30)
13	BAT MASTERSON (SEASON 3, EP. 31)
14	BAT MASTERSON (SEASON 3, EP. 32)
15	BAT MASTERSON (SEASON 3, EP. 33)
16	BAT MASTERSON (SEASON 3, EP. 34)
17	BE COOL
18	BEAST WITHIN, THE
19	BEAT STREET
20	BEAUTY SHOP
21	BENNY & JOON
22	BEST MEN
23	BEST SELLER
24	BIG COUNTRY, THE
25	BILL & TED'S BOGUS JOURNEY
26	BILL & TED'S EXCELLENT ADVENTURE
27	BILLY TWO HATS
28	BIO-DOME
	BIRDCAGE, THE
	BLACK CAESAR
	BLACK MAMA, WHITE MAMA
	BLACK STALLION RETURNS, THE
	BLACK STALLION, THE
	BLACULA
	BLOOD SIMPLE
	BLOODSPORT
	BLOODY MAMA
	BLOW OUT
	BLOWN AWAY
	BLUE STEEL
	BLUE VELVET
	BODY OF EVIDENCE
	BOWLING FOR COLUMBINE
	BRADDOCK: MIA 3
	BRADDOCK: MISSING IN ACTION III
	BRASS LEGEND, THE

1	BREAKER! BREAKER!
2	BREAKHEART PASS
3	BREAKIN'
4	BREAKIN' 2: ELECTRIC BOOGALOO
5	BRIDGE TOO FAR, A
6	BRIGHT LIGHTS, BIG CITY
7	BRING ME THE HEAD OF ALFREDO GARCIA
8	BROKEN STAR, THE
9	BUBBA HO-TEP
10	BUCKTOWN, U.S.A.
11	BUFFALO BILL AND THE INDIANS
12	BULL DURHAM
13	BULLETPROOF
14	BULLETPROOF MONK
15	CADILLAC MAN
16	CANADIAN BACON
17	CAPOTE
18	CARBON COPY (EPIC)
19	CARE BEARS MOVIE, THE
20	CARRIE
21	CARRIE (TV MOVIE)
22	CAST A LONG SHADOW
23	CHARLIE BARTLETT
24	CHATO'S LAND
25	CHEECH & CHONG'S THE CORSICAN BROTHERS
26	CHERRY 2000
27	CHILD'S PLAY
28	CHILD'S PLAY (1988)
	CHINA MOON
	CHITTY CHITTY BANG BANG
	CLAIM, THE
	CLAMBAKE
	CLASS
	CLEAN SLATE
	CODE 46
	CODE OF SILENCE
	COFFEE AND CIGARETTES
	COFFY
	COLORS
	COMANCHE
	COMEDY'S DIRTIEST DOZEN
	COMES A HORSEMAN
	COMPANY BUSINESS
	COTTON CLUB, THE
	COTTON COMES TO HARLEM
	COUCH TRIP, THE

1	CQ
2	CRIMINAL LAW
3	CROCODILE HUNTER: COLLISION COURSE, THE
4	CRUSOE
5	CURSE (EPIC), THE
6	CURSE II: THE BITE
7	CURSE OF THE PINK PANTHER
8	CUTTING EDGE, THE
9	CYBORG
10	DALTON GIRLS, THE
11	DANCES WITH WOLVES
12	DANGEROUS GAME
13	DARK ANGEL
14	DARK BLUE
15	DARK HALF, THE
16	DAVY CROCKETT, INDIAN SCOUT
17	DAY OF THE OUTLAW
18	DEAD OF WINTER
19	DEATH RIDES A HORSE
20	DEATH VALLEY RANGERS
21	DEATH WARRANT
22	DEATH WISH 2
23	DEATH WISH III
24	DEATH WISH IV
25	DEATH WISH V
26	DECEIVER
27	DEFIANT ONES, THE (TV MOVIE)
28	DELIRIOUS
	DE-LOVELY
	DELTA FORCE
	DELTA FORCE 2
	DESPERATELY SEEKING SUSAN
	DIAMONDS ARE FOREVER
	DIARY OF A HITMAN
	DIE ANOTHER DAY
	DIGGSTOWN
	DIRTY DOZEN: DEADLY MISSION
	DIRTY ROTTEN SCOUNDRELS
	DIRTY WORK
	DISTURBING BEHAVIOR
	DOC
	DOGS OF WAR, THE
	DOUBLE IMPACT
	DR. NO
	DRANGO
	DRESSED TO KILL

1	DRY WHITE SEASON, A
2	DUEL AT DIABLO
3	EASY MONEY
4	ELEPHANT TALES (DTV)
5	ERIK THE VIKING
6	ESCORT WEST
7	EVE OF DESTRUCTION
8	EVERYTHING YOU ALWAYS...SEX
9	EXTREMITIES
10	FALCON AND THE SNOWMAN, THE
11	FAME
12	FARGO
13	FATAL BEAUTY
14	FATAL INSTINCT
15	FAVOR, THE
16	FIDDLER ON THE ROOF
17	FIRES WITHIN
18	FIREWALKER
19	FIRST POWER, THE
20	FISH CALLED WANDA, A
21	FISTFUL OF DOLLARS, A
22	FISTFUL OF DYNAMITE, A
23	FIVE GUNS TO TOMBSTONE
24	FIVE GUNS WEST
25	FLASH GORDON
26	FLAWLESS
27	FLED
28	FLESH + BLOOD
	FLUKE
	FLYBOYS
	FLYING SCOTSMAN, THE
	FOR A FEW DOLLARS MORE
	FOR YOUR EYES ONLY
	FORCE 10 FROM NAVARONE
	FORT BOWIE
	FORT DEFIANCE
	FORT MASSACRE
	FORT YUMA
	FORTUNE COOKIE, THE
	FOUR WEDDINGS AND A FUNERAL
	FOXY BROWN
	FRANKIE AND JOHNNY
	FRENCH LIEUTENANT'S WOMAN, THE
	FRIDAY FOSTER
	FROG PRINCE, THE
	FROM NOON TILL THREE

1	FROM RUSSIA WITH LOVE
2	FRONTIER UPRISING
3	FULL MOON HIGH
4	FURY AT SHOWDOWN
5	FX
6	FX II
7	GAMBLER WORE A GUN, THE
8	GANG RELATED
9	GERONIMO
10	GET SHORTY
11	GETTING EVEN WITH DAD
12	GHOST TOWN
13	GHOST WORLD
14	GHOULIES
15	GHOULIES II
16	GOD FORGIVES, I DON'T
17	GOLDENEYE
18	GOLDFINGER
19	GOOD, THE BAD AND THE UGLY, THE
20	GREAT ESCAPE, THE
21	GREAT SCOUT AND CATHOUSE THURSDAY, THE
22	GREAT TRAIN ROBBERY, THE
23	GUN BELT
24	GUN BROTHERS
25	GUN DUEL IN DURANGO
26	GUN FEVER
27	GUN THE MAN DOWN
28	GUNFIGHT
	GUNFIGHT AT DODGE CITY, THE
	GUNFIGHTERS OF ABILENE
	GUNS OF THE MAGNIFICENT SEVEN
	GUNSIGHT RIDGE
	GUNSLINGER
	GUY THING, A
	HACKERS
	HAIR
	HALLELUJAH TRAIL, THE
	HALLIDAY BRAND, THE
	HANG 'EM HIGH
	HANNAH AND HER SISTERS
	HANNIBAL
	HANSEL AND GRETEL (1987)
	HARD RIDE, THE
	HARLEY DAVIDSON AND THE MARLBORO MAN
	HART'S WAR
	HEARTBREAKERS

1	HEAVEN'S GATE
2	HELL UP IN HARLEM
3	HERCULES
4	HERO AND THE TERROR
5	HICKEY AND BOGGS
6	HIGH NOON PART II: THE RETURN OF WILL KA
7	HIGH SPIRITS (EPIC)
8	HIGHWAY TO HELL
9	HILLS RUN RED, THE
10	HOLLYWOOD SHUFFLE
11	HOME OF THE BRAVE
12	HOODLUM
13	HOOSIERS
14	HORSE SOLDIERS, THE
15	HOT SPOT, THE
16	HOT TUB TIME MACHINE
17	HOTEL RWANDA
18	HOUR OF THE GUN
19	HOUSE ON CARROLL STREET, THE
20	HOW TO LOSE FRIENDS AND ALIENATE PEOPLE
21	HOW TO STUFF A WILD BIKINI
22	HUCKLEBERRY FINN
23	HUNTING PARTY (1971), THE
24	ILLEGALLY YOURS
25	I'M GONNA GIT YOU SUCKA
26	IMPROMPTU
27	IN THE HEAT OF THE NIGHT (FEATURE)
28	IN THE TIME OF THE BUTTERFLIES
	INDIAN FIGHTER, THE
	INTO THE BLUE
	INVADERS FROM MARS
	INVASION OF THE BODY SNATCHERS
	INVASION U.S.A.
	INVITATION TO A GUNFIGHTER
	IRON SHERIFF, THE
	JACKIE ROBINSON STORY, THE
	JANUARY MAN, THE
	JASON'S LYRIC
	JEEPERS CREEPERS
	JEEPERS CREEPERS 2
	JOHNNY BE GOOD
	JOURNEY TO THE CENTER OF THE EARTH
	KALIFORNIA
	KENTUCKIAN, THE
	KID COLTER
	KILL ME AGAIN

1	KILLER ELITE, THE
2	KILLER KLOWNS FROM OUTER SPACE
3	KILLING ME SOFTLY (2003)
4	KILLING ME SOFTLY (MGM)
5	KING SOLOMON'S MINES (CANNON)
6	KINJITE: FORBIDDEN SUBJECTS
7	LADY VANISHES (HITCHCOCK), THE
8	LARGER THAN LIFE
9	LARS AND THE REAL GIRL
10	LAWMAN
11	LEAVING LAS VEGAS
12	LEGALLY BLONDE
13	LEGALLY BLONDE 2: RED, WHITE AND BLONDE
14	LEVIATHAN
15	LICENSE TO KILL
16	LIFE STINKS
17	LIFEFORCE
18	LILIES OF THE FIELD
19	LIONS FOR LAMBS
20	LITTLE DORRIT (PART 1)
21	LITTLE DORRIT (PART 2)
22	LITTLE MAN TATE
23	LIVE AND LET DIE
24	LIVIN' LARGE
25	LIVING DAYLIGHTS, THE
26	LOCH NESS
27	LONE GUN, THE
28	LONE WOLF MCQUADE
	LONG RIDERS, THE
	LONGSHOT, THE
	LORD OF ILLUSIONS
	LOVE FIELD
	MAD MAX
	MADHOUSE (1990)
	MAGNIFICENT SEVEN (1960), THE
	MAGNIFICENT SEVEN RIDE!, THE
	MAGNIFICENT SEVEN, THE
	MALONE
	MAN FROM DEL RIO
	MAN IN THE IRON MASK, THE
	MAN OF THE EAST
	MAN OF THE WEST
	MAN WITH THE GOLDEN GUN, THE
	MANCHURIAN CANDIDATE, THE
	MANHATTAN
	MARRIED TO THE MOB



1	MARRIED TO THE MOB (FEATURE)
2	MASTERS OF THE UNIVERSE
3	MECHANIC, THE
4	MEDGAR EVERS STORY, THE
5	MEMORIES OF ME
6	MEN AT WORK
7	MERMAIDS
8	MESSENGER OF DEATH
9	METEOR MAN, THE
10	MIAMI BLUES
11	MIDNIGHT COWBOY
12	MIDNIGHT HEAT
13	MIGHTY QUINN, THE
14	MISSING IN ACTION
15	MISSING IN ACTION 2 THE BEGINNING
16	MISSISSIPPI BURNING
17	MISSOURI BREAKS, THE
18	MOD SQUAD, THE
19	MONKEY SHINES: AN EXPERIMENT IN FEAR
20	MONSTER DOG
21	MOONRAKER
22	MOONSTRUCK
23	MORE DEAD THAN ALIVE
24	MOTEL HELL
25	MR. BROOKS
26	MR. MAJESTYK
27	MR. MOM
28	MULHOLLAND FALLS
	MURPHY'S LAW
	MYSTIC PIZZA
	NATIONAL LAMPOON'S MOVIE MADNESS
	NAVAJO JOE
	NAVY SEALS
	NED KELLY
	NEVER SAY NEVER AGAIN
	NICHOLAS NICKLEBY
	NIGHT OF THE COMET
	NIGHT OF THE DEMONS
	NO MAN'S LAND
	NO SUCH THING
	NO WAY OUT
	NOOSE FOR A GUNMAN
	OCTOPUSSY
	OF MICE AND MEN
	OKLAHOMA TERRITORY
	ON HER MAJESTY'S SECRET SERVICE

1	ONCE BITTEN
2	ONCE UPON A CRIME
3	ORGANIZATION, THE
4	ORIGINAL GANGSTAS
5	ORIGINAL SIN
6	OUT OF TIME
7	OUTLAW'S SON
8	OVERBOARD (1987)
9	OVERLAND PACIFIC
10	PACKAGE, THE
11	PAJAMA PARTY
12	PEBBLE AND THE PENGUIN, THE
13	PENITENTIARY
14	PENITENTIARY 2
15	PENITENTIARY 3
16	PEOPLE THAT TIME FORGOT, THE
17	PEREZ FAMILY, THE
18	PINK AT FIRST SIGHT
19	PINK PANTHER (1964), THE
20	PINK PANTHER (2006), THE
21	PINK PANTHER 2, THE
22	PINK PANTHER STRIKES AGAIN, THE
23	PINK PANTHER, THE
24	PIONEER WOMAN
25	PLATOON
26	POLTERGEIST II: THE OTHER SIDE
27	POLTERGEIST III
28	POPE OF GREENWICH VILLAGE
	POSSE
	PRANCER
	PUMPKINHEAD
	PUMPKINHEAD II: BLOOD WINGS
	PURPLE ROSE OF CAIRO, THE
	QUIGLEY DOWN UNDER
	QUINCANNON, FRONTIER SCOUT
	RADIO DAYS
	RAGE - CARRIE 2, THE
	RAGE IN HARLEM, A
	RAGING BULL
	RAIN MAN
	RANCHO DELUXE
	REAL MEN
	REASON TO LIVE, A REASON TO DIE, A
	REBEL IN TOWN
	RED CORNER
	RED DAWN

1	RED DAWN (1984)
2	RED RIDING HOOD
3	RED RIVER (1948)
4	RED RIVER (FEATURE)
5	RED RIVER (TV MOVIE)
6	REMO WILLIAMS: THE ADVENTURE BEGINS...
7	RESCUE DAWN
8	RETURN OF A MAN CALLED HORSE
9	RETURN OF SABATA
10	RETURN OF SABATA, THE
11	RETURN OF THE PINK PANTHER
12	RETURN OF THE SEVEN
13	RETURN TO ME
14	REVENGE OF THE PINK PANTHER
15	REVOLT AT FORT LARAMIE
16	RIDE BACK, THE
17	RIDE OUT FOR REVENGE
18	RIVER OF DEATH
19	ROAD HOUSE
20	ROB ROY
21	ROBBERS' ROOST
22	ROBBERY UNDER ARMS
23	ROBOCOP
24	ROBOCOP (1987)
25	ROBOCOP 2
26	ROBOCOP 3
27	ROCKY
28	ROCKY BALBOA
	ROCKY II
	ROCKY III
	ROCKY IV
	ROCKY V
	ROLLERBALL (1975)
	ROLLERBALL (2002)
	ROLLING THUNDER
	ROMANTIC COMEDY
	RONIN
	RUNAWAY TRAIN
	RUNNING SCARED
	RUNNING TARGET
	RUSSIA HOUSE, THE
	SABATA
	SABOTAGE
	SAHARA
	SALT AND PEPPER
	SAM WHISKEY

1	SCORPIO
2	SCREAM, BLACULA, SCREAM!
3	SECRET OF N.I.M.H. 2:TIMMY TO THE RESCUE
4	SECRET OF N.I.M.H., THE
5	SECRET OF NIMH, THE
6	SHATTERED
7	SHEBA, BABY
8	SHE-DEVIL
9	SHE'S GOTTA HAVE IT
10	SHOT IN THE DARK, A
11	SHOWGIRLS
12	SIEGE OF FIREBASE GLORIA, THE
13	SIX DEGREES OF SEPARATION
14	SKI PATROL
15	SLAUGHTER
16	SLEEPER
17	SLEEPOVER
18	SODA CRACKER
19	SOLARBABIES
20	SOME GIRLS
21	SOMETHING WILD (1986)
22	SOMETHING WILD (ORION)
23	SOMETIMES THEY COME BACK
24	SON OF THE PINK PANTHER
25	SONORA STAGECOACH
26	SOUL PLANE
27	SOUTHWEST PASSAGE
28	SPACEBALLS
	SPECIES
	SPECIES II
	SPECIES III
	SPECIES: THE AWAKENING (DTV)
	SPELLBINDER
	SPIKES GANG, THE
	SPILL
	SPY WHO LOVED ME, THE
	STAGECOACH
	STARGATE
	STARGATE: CONTINUUM
	STARGATE: CONTINUUM (DTV)
	STARGATE: THE ARK OF TRUTH (DTV)
	STIGMATA
	STRANGE INVADERS
	STREET SMART
	SUPERNOVA
	SUPPORT YOUR LOCAL GUNFIGHTER

1	SUPPORT YOUR LOCAL SHERIFF!
2	SWORD OF THE VALIANT
3	TALES OF TERROR
4	TANK GIRL
5	TEA WITH MUSSOLINI
6	TEEN WOLF (1985)
7	TEEN WOLF (FEATURE)
8	TEEN WOLF TOO
9	TERMINATOR, THE
10	TERROR IN A TEXAS TOWN
11	TEXAS CHAINSAW MASSACRE 2
12	THELMA & LOUISE
13	THEY CALL ME MISTER TIBBS!
14	THIEF
15	THIRTY-NINE STEPS (HITCHCOCK), THE
16	THOMAS CROWN AFFAIR (1968), THE
17	THOMAS CROWN AFFAIR (1999), THE
18	THROW MOMMA FROM THE TRAIN
19	THUNDERBALL
20	THUNDERBOLT AND LIGHTFOOT
21	TIGER'S TAIL, THE
22	TO LIVE AND DIE IN L.A.
23	TOM SAWYER
24	TOMAHAWK TRAIL
25	TOMORROW NEVER DIES
26	TOP GUN
27	TOUCH
28	TOUGHEST GUN IN TOMBSTONE
	TRAIL OF THE PINK PANTHER
	TROOPER HOOK
	TRUE HEART
	TWO WEEKS
	UHF
	UNDERCOVER BLUES
	UNFORGIVEN, THE
	UNTAMED HEART
	UPTOWN GIRLS
	USUAL SUSPECTS, THE
	VALDEZ IS COMING
	VALERIE
	VALKYRIE
	VALLEY GIRL
	VAMPIRE'S KISS
	VIEW TO A KILL, A
	WALKING TALL (2004)
	WANDA NEVADA

1	WAR DRUMS
2	WAR PAINT
3	WARGAMES
4	WARGAMES (1983)
5	WAY WEST, THE
6	WEDDING DAZE
7	WE'LL NEVER HAVE PARIS
8	WEST SIDE STORY
9	WHAT'S THE WORST THAT COULD HAPPEN?
10	WHITE BUFFALO, THE
11	WICKER PARK
12	WILD AT HEART
13	WILD BILL
14	WINDTALKERS
15	WITCHBOARD
16	WOMAN IN RED, THE
17	WOMEN OF SAN QUENTIN
18	WONDERFUL COUNTRY, THE
19	WOODS, THE
20	WORLD IS NOT ENOUGH, THE
21	YELLOW TOMAHAWK, THE
22	YELLOWBEARD
23	YOU ONLY LIVE TWICE
24	YOUNG BILLY YOUNG
25	YOUNG RIDERS, THE (68x60')
26	YOUNGBLOOD (1986)
27	
28	

# Exhibit 4



## UNITED STATES DISTRICT COURT

for the

Central District of California



STARZ ENTERTAINMENT, LLC

*Plaintiff*

v.

MGM DOMESTIC TELEVISION  
DISTRIBUTION LLC,*Defendant*

Civil Action No. 2:20-CV-04085 DMG (KSx)

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**To: Amazon.com, Inc. c/o Corporation Service Company  
2710 Gateway Oaks Drive Suite 150N, Sacramento, CA 95833.*(Name of person to whom this subpoena is directed)*

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place: First Legal Records c/o Seattle Legal Messenger  
Services, 4201 Aurora Ave. N. #200, Seattle, WA  
98103Date and Time:  
April 27, 2022 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: April 12, 2022

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

/s/ Steven Goldberg

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Starz Entertainment, LLC, who issues or requests this subpoena, are:

Steven Goldberg, 17383 West Sunset Boulevard, Suite A380, sgoldberg@mzclaw.com, 310-990-4109

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 2:20-CV-04085 DMG (KSx)

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
 on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
 tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
 \$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**SCHEDULE A**

**DEFINITIONS**

The following definitions shall apply to the Requests for Production (the “Requests”) contained herein:

1. The term “Affiliate” means and refers to any Person (including any entity) that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person (including an entity).

2. The term “Communication” means and refers to every manner or means of disclosure, transfer or exchange of information, whether orally, in writing, face to face, by telephone, mail, e-mail, short message service, multimedia message, text message, personal delivery or otherwise.

3. The term “concerning” and any derivative thereof means and refers to constituting, evidencing, reflecting, incorporating, effecting, including or otherwise pertaining or relating to, either directly or indirectly, or being in any way logically or factually connected with the subject matter of the Request.

4. The terms “Document” or “Documents” shall have the broadest meaning permissible consistent with Rule 34 of the Federal Rules of Civil Procedure. A draft, annotated or otherwise non-identical copy, including a copy with handwritten notes, is a separate Document within the meaning of this term. Communications are Documents within the meaning of this term.

5. The terms “Amazon”, “You” and “Your” means and refers to Amazon.com, Inc., and its consultants, advisors, representatives, agents, attorneys, accountants, employees, and all Persons acting or purporting to act on behalf of any of the foregoing (individually or collectively including all past or present employees or managers exercising discretion in making policies or decisions), as well as any Affiliates (including, but not limited to, Amazon.com Services LLC), subsidiaries, predecessors or assigns.

6. The term “Amazon Services” means and refers to every manner and means of watching, streaming, searching for, renting, purchasing or otherwise consuming motion

1 pictures and television series directly through Amazon's platforms, including but not limited to  
2 Amazon Prime Video, except that the term "Amazon Services" does not refer to watching,  
3 streaming, searching for, renting, purchasing or otherwise consuming motion pictures and  
4 television series through the Starz channel on Amazon Prime Video. The term "Amazon  
5 Services" also does not include the sale of physical DVDs, laser discs, VHS tapes or any other  
6 physical medium containing one or more of the Pictures.

7           7. The terms "MGM" or "Defendant" mean and refer to MGM Domestic  
8 Television Distribution LLC and its consultants, advisors, representatives, agents, attorneys,  
9 accountants, employees, and all Persons acting or purporting to act on behalf of any of the  
10 foregoing (individually or collectively including all past or present employees or managers  
11 exercising discretion in making policies or decisions), as well as any Affiliates, subsidiaries,  
12 predecessors or assigns.

13           8. The terms "EPIX" means and refers to EPIX Entertainment LLC, and its  
14 consultants, advisors, representatives, agents, attorneys, accountants, employees, and all Persons  
15 acting or purporting to act on behalf of any of the foregoing (individually or collectively  
16 including all past or present employees or managers exercising discretion in making policies or  
17 decisions), as well as any Affiliates, subsidiaries, predecessors or assigns.

18           9. The terms "Person" or "Persons" mean and refer to any individual,  
19 corporation, limited liability company, partnership, firm, association, government agency or  
20 other organization recognizable at law, and its directors, officers, agents and employees.

21           10. The term "Pictures" means and refers to any of the motion picture and  
22 television series listed in Schedule B attached hereto.

23           11. The terms "Starz" or "Plaintiff" mean and refer to Starz Entertainment,  
24 LLC, as well as its consultants, advisors, representatives, agents, attorneys, accountants,  
25 employees and all Persons acting or purporting to act on behalf of any of the foregoing.  
26  
27  
28

**INSTRUCTIONS**

1. The use of a verb in any tense shall be construed as the use of the verb in all other tenses, whenever necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside its scope.

2. The use of the singular form of any word includes the plural and vice versa; the use of the masculine includes the feminine, and the use of the feminine includes the masculine.

3. “Any” shall be construed to include “all” and vice versa, and “all” shall be construed to include “each” and vice versa, as is necessary to make the Request inclusive rather than exclusive.

4. The words “and,” “and/or” and “or” shall be construed conjunctively or disjunctively, as is necessary to make the Request inclusive rather than exclusive.

5. The words “include,” “includes” and “including” shall be construed to mean “include, but not be limited to,” “includes, but is not limited to” and “including, but not limited to,” respectively.

6. If, in responding to these Requests, You claim any ambiguity in the Request, such claim shall not be utilized as a basis for refusing to respond, but You shall set forth as part of Your response the language deemed to be ambiguous and the interpretation used in responding to the Request.

7. The Requests shall be deemed to be continuing in nature and your responses to them are to be promptly supplemented or amended if, after the time of your initial responses, you learn that any response is or has become in some material respect incomplete or incorrect.

8. Unless otherwise indicated, the relevant time period for the Requests is from January 1, 2013, to the date of the responses.

9. The Requests call for the production of all responsive Documents that are in Your possession, custody or control, wherever located, regardless of whether they are

1 possessed directly by You or Your agents, representatives, employees, accountants, attorneys or  
2 other Persons acting or purporting to act on Your behalf.

3           10. If any portion of any Document or Communication is responsive to any  
4 Request, the entire Document must be produced.

5           11. Each Request shall be construed independently and not with reference to  
6 any other Request for the purpose of limitation or exclusion.

7           12. Where a Request seeks Documents from a particular period, undated  
8 Documents shall be presumed to be from or concerning that period.

9           13. All Documents and Communications should be produced for copying or  
10 inspection as they are kept in the ordinary course of business, or shall be organized and labeled  
11 to correspond to the specific Request(s) to which they are responsive. You shall produce the  
12 Documents and Communications requested herein, including electronic Documents and  
13 Communications, in the original file folders, boxes or other containers or binders in which such  
14 items are found, including the title, labels or other description of each such folder, box or other  
15 container, or attach a copy of the Documents or Communications to copies of the file folders  
16 from which they came. The integrity and internal sequence of the requested Documents and  
17 Communications within each folder shall not be disturbed or commingled with the contents of  
18 another folder. All Documents and Communications should be stored, clipped, stapled or  
19 otherwise arranged in the same form and manner as they were found. If a Document or  
20 Communication is responsive to more than one Request, You are not required to duplicate  
21 production.

22           14. Plaintiff reserves the right to view the original of any copy of a Document  
23 or Communication provided in response to the Requests. By accepting a copy of a Document or  
24 Communication provided in response to any Request, Plaintiff does not waive the right to view  
25 or inspect any original Document or Communication.

26           15. If any objection is made to any of the Requests, the response shall state  
27 whether Documents or Communications are being withheld from inspection and production on  
28



1 the basis of such objection, or whether inspection or production of the responsive items will  
2 occur notwithstanding such objection.

3           16. If You object to a Request and withhold any information or Document  
4 requested herein pursuant to a claim of privilege, work product or other discovery protection,  
5 state with respect to each such Document: (a) the privilege upon which You are relying; (b) the  
6 type of Document (*e.g.*, letter, memorandum); (c) the date of the Document; (d) the name and  
7 title of the author; (e) the name and title of the addressee; (f) the names and titles of all  
8 recipients; and (g) a general description of the subject matter of the Document, including all  
9 information necessary to determine the basis for assertion of the privilege or protection.

10           17. If You claim privilege with regard to only part of a Document or  
11 Communication, produce the non-privileged part and furnish a list identifying each item that is  
12 partially withheld based on a claim of privilege together with the information listed in the  
13 preceding paragraph.  
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**REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. All agreements pursuant to which You were granted a license or other authorization to exhibit or otherwise exploit any of the Pictures on any Amazon Services.

2. Documents sufficient to show the date(s) on which each Picture was exhibited, available for watching or streaming, or otherwise exploited on any Amazon Services.

3. Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation): (a) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that returned search results that included one or more of the Pictures; (b) the number of Amazon users who viewed each Picture, in whole or in part, through the Amazon Services; (c) the duration of time Amazon users spent watching, streaming or otherwise consuming each of the Pictures through the Amazon Services; (d) the number of Amazon users who viewed each Picture on demand, in whole or in part, through the Starz channel on Amazon Prime Video; (e) the duration of time Amazon users who selected the Pictures on demand spent watching, streaming or otherwise consuming each of the Pictures through the Starz channel on Amazon Prime Video; (f) the number of Amazon users who viewed each Picture, in whole or in part, through the linear Starz channel on Amazon Prime Video; (g) the duration of time Amazon users spent watching, streaming or otherwise consuming each of the Pictures through the linear Starz channel on Amazon Prime Video.

4. Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that returned search results that included one or more of the Pictures who then subscribed to Starz through Amazon.com or any affiliated sites.

5. Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that

1 returned search results that included one or more of the Pictures who then subscribed to Amazon  
2 Prime.

3           6. Documents sufficient to show any amounts, including without limitation  
4 licensing charges, royalties or other fees, that You have paid or are due to pay MGM with  
5 respect to each Picture that You have exhibited or otherwise exploited on the Amazon Services,  
6 including the dates that you paid or expect to pay the above referenced amounts.

7           7. Documents sufficient to show any projections or estimates of amounts that  
8 You expect to pay to MGM with respect to each Picture that You have or will exhibit or  
9 otherwise exploit on the Amazon Services, including the dates you expect to make the above  
10 referenced payments.

11           8. Documents sufficient to show the number of Your users who subscribed to  
12 or purchased access to the Starz channel—i.e. whose subscription to Starz was initiated through  
13 Amazon.com or any affiliated site at any time.

14           9. Documents sufficient to show the number of new subscribers to Starz  
15 whose subscription to Starz was initiated through Amazon.com or any affiliated site during the  
16 relevant period.

17           10. All Documents and Communications between You and MGM concerning  
18 Starz and/or the Pictures.

19           11. All Documents and Communications between You and Epix concerning  
20 Starz and/or the Pictures.

21           12. All internal Communications or other Documents concerning Starz and/or  
22 the Pictures.

23           13. All complaints, written or oral, You received concerning Your exhibition  
24 or display of Pictures.

25           14. All Documents You received, including cease-and-desist letters, claims for  
26 damages, and similar Communications concerning Your exhibition or display of Pictures.

1                   15. All Documents and Communications concerning this action, *Starz*  
2 *Entertainment, LLC v. MGM Domestic Television Distribution, LLC*, Civil Action No. 2:20-CV-  
3 04085 DMG (KSx).  
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**SCHEDULE B**

Title
10 TO MIDNIGHT
24 HOUR PARTY PEOPLE
8 HEADS IN A DUFFEL BAG
ADIOS, SABATA
ADVENTURES OF BUCKAROO BANZAI, THE
ADVENTURES OF HERCULES
ADVENTURES OF PRISCILLA QUEEN OF THE DESERT
AGENT CODY BANKS
AGENT CODY BANKS 2: DESTINATION LONDON
ALAMO, THE
ALAMO: THIRTEEN DAYS TO GLORY, THE
ALL DOGS GO TO HEAVEN
ALL DOGS GO TO HEAVEN 2
ALL OR NOTHING
ALLAN QUATERMAIN AND THE LOST CITY
AMERICAN NINJA
AMERICAN NINJA 4
AMERICAN NINJA II
AMERICAN NINJA III
AMITYVILLE 3-D
AMITYVILLE HORROR (1979), THE
AMITYVILLE HORROR (2005), THE
AMITYVILLE HORROR, THE
ANNIE HALL
ANOTHER MAN, ANOTHER CHANCE
ANTI-TRUST
APACHE
ARIZONA WHIRLWIND
ASSASSINATION TANGO
AT FIRST SIGHT
AUTUMN IN NEW YORK
AVENGING FORCE
BABES IN TOYLAND (ORION)
BABY BOOM
BABY BOOM (FEATURE)
BACK TO SCHOOL
BAD INFLUENCE
BANDITS
BARBERSHOP
BARBERSHOP 2: BACK IN BUSINESS
BARQUERO

1	BAT MASTERSON (SEASON 1, EP. 01)
2	BAT MASTERSON (SEASON 1, EP. 02)
3	BAT MASTERSON (SEASON 1, EP. 03)
4	BAT MASTERSON (SEASON 1, EP. 04)
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14	BAT MASTERSON (SEASON 3, EP. 32)
15	BAT MASTERSON (SEASON 3, EP. 33)
16	BAT MASTERSON (SEASON 3, EP. 34)
17	BE COOL
18	BEAST WITHIN, THE
19	BEAT STREET
20	BEAUTY SHOP
21	BENNY & JOON
22	BEST MEN
23	BEST SELLER
24	BIG COUNTRY, THE
25	BILL & TED'S BOGUS JOURNEY
26	BILL & TED'S EXCELLENT ADVENTURE
27	BILLY TWO HATS
28	BIO-DOME
	BIRDCAGE, THE
	BLACK CAESAR
	BLACK MAMA, WHITE MAMA
	BLACK STALLION RETURNS, THE
	BLACK STALLION, THE
	BLACULA
	BLOOD SIMPLE
	BLOODSPORT
	BLOODY MAMA
	BLOW OUT
	BLOWN AWAY
	BLUE STEEL
	BLUE VELVET
	BODY OF EVIDENCE
	BOWLING FOR COLUMBINE
	BRADDOCK: MIA 3
	BRADDOCK: MISSING IN ACTION III
	BRASS LEGEND, THE



1	BREAKER! BREAKER!
2	BREAKHEART PASS
3	BREAKIN'
4	BREAKIN' 2: ELECTRIC BOOGALOO
5	BRIDGE TOO FAR, A
6	BRIGHT LIGHTS, BIG CITY
7	BRING ME THE HEAD OF ALFREDO GARCIA
8	BROKEN STAR, THE
9	BUBBA HO-TEP
10	BUCKTOWN, U.S.A.
11	BUFFALO BILL AND THE INDIANS
12	BULL DURHAM
13	BULLETPROOF
14	BULLETPROOF MONK
15	CADILLAC MAN
16	CANADIAN BACON
17	CAPOTE
18	CARBON COPY (EPIC)
19	CARE BEARS MOVIE, THE
20	CARRIE
21	CARRIE (TV MOVIE)
22	CAST A LONG SHADOW
23	CHARLIE BARTLETT
24	CHATO'S LAND
25	CHEECH & CHONG'S THE CORSICAN BROTHERS
26	CHERRY 2000
27	CHILD'S PLAY
28	CHILD'S PLAY (1988)
	CHINA MOON
	CHITTY CHITTY BANG BANG
	CLAIM, THE
	CLAMBAKE
	CLASS
	CLEAN SLATE
	CODE 46
	CODE OF SILENCE
	COFFEE AND CIGARETTES
	COFFY
	COLORS
	COMANCHE
	COMEDY'S DIRTIEST DOZEN
	COMES A HORSEMAN
	COMPANY BUSINESS
	COTTON CLUB, THE
	COTTON COMES TO HARLEM
	COUCH TRIP, THE

1	CQ
2	CRIMINAL LAW
3	CROCODILE HUNTER: COLLISION COURSE, THE
4	CRUSOE
5	CURSE (EPIC), THE
6	CURSE II: THE BITE
7	CURSE OF THE PINK PANTHER
8	CUTTING EDGE, THE
9	CYBORG
10	DALTON GIRLS, THE
11	DANCES WITH WOLVES
12	DANGEROUS GAME
13	DARK ANGEL
14	DARK BLUE
15	DARK HALF, THE
16	DAVY CROCKETT, INDIAN SCOUT
17	DAY OF THE OUTLAW
18	DEAD OF WINTER
19	DEATH RIDES A HORSE
20	DEATH VALLEY RANGERS
21	DEATH WARRANT
22	DEATH WISH 2
23	DEATH WISH III
24	DEATH WISH IV
25	DEATH WISH V
26	DECEIVER
27	DEFIANT ONES, THE (TV MOVIE)
28	DELIRIOUS
	DE-LOVELY
	DELTA FORCE
	DELTA FORCE 2
	DESPERATELY SEEKING SUSAN
	DIAMONDS ARE FOREVER
	DIARY OF A HITMAN
	DIE ANOTHER DAY
	DIGGSTOWN
	DIRTY DOZEN: DEADLY MISSION
	DIRTY ROTTEN SCOUNDRELS
	DIRTY WORK
	DISTURBING BEHAVIOR
	DOC
	DOGS OF WAR, THE
	DOUBLE IMPACT
	DR. NO
	DRANGO
	DRESSED TO KILL

1	DRY WHITE SEASON, A
2	DUEL AT DIABLO
3	EASY MONEY
4	ELEPHANT TALES (DTV)
5	ERIK THE VIKING
6	ESCORT WEST
7	EVE OF DESTRUCTION
8	EVERYTHING YOU ALWAYS...SEX
9	EXTREMITIES
10	FALCON AND THE SNOWMAN, THE
11	FAME
12	FARGO
13	FATAL BEAUTY
14	FATAL INSTINCT
15	FAVOR, THE
16	FIDDLER ON THE ROOF
17	FIRES WITHIN
18	FIREWALKER
19	FIRST POWER, THE
20	FISH CALLED WANDA, A
21	FISTFUL OF DOLLARS, A
22	FISTFUL OF DYNAMITE, A
23	FIVE GUNS TO TOMBSTONE
24	FIVE GUNS WEST
25	FLASH GORDON
26	FLAWLESS
27	FLED
28	FLESH + BLOOD
	FLUKE
	FLYBOYS
	FLYING SCOTSMAN, THE
	FOR A FEW DOLLARS MORE
	FOR YOUR EYES ONLY
	FORCE 10 FROM NAVARONE
	FORT BOWIE
	FORT DEFIANCE
	FORT MASSACRE
	FORT YUMA
	FORTUNE COOKIE, THE
	FOUR WEDDINGS AND A FUNERAL
	FOXY BROWN
	FRANKIE AND JOHNNY
	FRENCH LIEUTENANT'S WOMAN, THE
	FRIDAY FOSTER
	FROG PRINCE, THE
	FROM NOON TILL THREE

1	FROM RUSSIA WITH LOVE
2	FRONTIER UPRISING
3	FULL MOON HIGH
4	FURY AT SHOWDOWN
5	FX
6	FX II
7	GAMBLER WORE A GUN, THE
8	GANG RELATED
9	GERONIMO
10	GET SHORTY
11	GETTING EVEN WITH DAD
12	GHOST TOWN
13	GHOST WORLD
14	GHOULIES
15	GHOULIES II
16	GOD FORGIVES, I DON'T
17	GOLDENEYE
18	GOLDFINGER
19	GOOD, THE BAD AND THE UGLY, THE
20	GREAT ESCAPE, THE
21	GREAT SCOUT AND CATHOUSE THURSDAY, THE
22	GREAT TRAIN ROBBERY, THE
23	GUN BELT
24	GUN BROTHERS
25	GUN DUEL IN DURANGO
26	GUN FEVER
27	GUN THE MAN DOWN
28	GUNFIGHT
	GUNFIGHT AT DODGE CITY, THE
	GUNFIGHTERS OF ABILENE
	GUNS OF THE MAGNIFICENT SEVEN
	GUNSIGHT RIDGE
	GUNSLINGER
	GUY THING, A
	HACKERS
	HAIR
	HALLELUJAH TRAIL, THE
	HALLIDAY BRAND, THE
	HANG 'EM HIGH
	HANNAH AND HER SISTERS
	HANNIBAL
	HANSEL AND GRETEL (1987)
	HARD RIDE, THE
	HARLEY DAVIDSON AND THE MARLBORO MAN
	HART'S WAR
	HEARTBREAKERS

1	HEAVEN'S GATE
2	HELL UP IN HARLEM
3	HERCULES
4	HERO AND THE TERROR
5	HICKEY AND BOGGS
6	HIGH NOON PART II: THE RETURN OF WILL KA
7	HIGH SPIRITS (EPIC)
8	HIGHWAY TO HELL
9	HILLS RUN RED, THE
10	HOLLYWOOD SHUFFLE
11	HOME OF THE BRAVE
12	HOODLUM
13	HOOSIERS
14	HORSE SOLDIERS, THE
15	HOT SPOT, THE
16	HOT TUB TIME MACHINE
17	HOTEL RWANDA
18	HOUR OF THE GUN
19	HOUSE ON CARROLL STREET, THE
20	HOW TO LOSE FRIENDS AND ALIENATE PEOPLE
21	HOW TO STUFF A WILD BIKINI
22	HUCKLEBERRY FINN
23	HUNTING PARTY (1971), THE
24	ILLEGALLY YOURS
25	I'M GONNA GIT YOU SUCKA
26	IMPROMPTU
27	IN THE HEAT OF THE NIGHT (FEATURE)
28	IN THE TIME OF THE BUTTERFLIES
	INDIAN FIGHTER, THE
	INTO THE BLUE
	INVADERS FROM MARS
	INVASION OF THE BODY SNATCHERS
	INVASION U.S.A.
	INVITATION TO A GUNFIGHTER
	IRON SHERIFF, THE
	JACKIE ROBINSON STORY, THE
	JANUARY MAN, THE
	JASON'S LYRIC
	JEEPERS CREEPERS
	JEEPERS CREEPERS 2
	JOHNNY BE GOOD
	JOURNEY TO THE CENTER OF THE EARTH
	KALIFORNIA
	KENTUCKIAN, THE
	KID COLTER
	KILL ME AGAIN

1	KILLER ELITE, THE
2	KILLER KLOWNS FROM OUTER SPACE
3	KILLING ME SOFTLY (2003)
4	KILLING ME SOFTLY (MGM)
5	KING SOLOMON'S MINES (CANNON)
6	KINJITE: FORBIDDEN SUBJECTS
7	LADY VANISHES (HITCHCOCK), THE
8	LARGER THAN LIFE
9	LARS AND THE REAL GIRL
10	LAWMAN
11	LEAVING LAS VEGAS
12	LEGALLY BLONDE
13	LEGALLY BLONDE 2: RED, WHITE AND BLONDE
14	LEVIATHAN
15	LICENSE TO KILL
16	LIFE STINKS
17	LIFEFORCE
18	LILIES OF THE FIELD
19	LIONS FOR LAMBS
20	LITTLE DORRIT (PART 1)
21	LITTLE DORRIT (PART 2)
22	LITTLE MAN TATE
23	LIVE AND LET DIE
24	LIVIN' LARGE
25	LIVING DAYLIGHTS, THE
26	LOCH NESS
27	LONE GUN, THE
28	LONE WOLF MCQUADE
	LONG RIDERS, THE
	LONGSHOT, THE
	LORD OF ILLUSIONS
	LOVE FIELD
	MAD MAX
	MADHOUSE (1990)
	MAGNIFICENT SEVEN (1960), THE
	MAGNIFICENT SEVEN RIDE!, THE
	MAGNIFICENT SEVEN, THE
	MALONE
	MAN FROM DEL RIO
	MAN IN THE IRON MASK, THE
	MAN OF THE EAST
	MAN OF THE WEST
	MAN WITH THE GOLDEN GUN, THE
	MANCHURIAN CANDIDATE, THE
	MANHATTAN
	MARRIED TO THE MOB

1	MARRIED TO THE MOB (FEATURE)
2	MASTERS OF THE UNIVERSE
3	MECHANIC, THE
4	MEDGAR EVERS STORY, THE
5	MEMORIES OF ME
6	MEN AT WORK
7	MERMAIDS
8	MESSENGER OF DEATH
9	METEOR MAN, THE
10	MIAMI BLUES
11	MIDNIGHT COWBOY
12	MIDNIGHT HEAT
13	MIGHTY QUINN, THE
14	MISSING IN ACTION
15	MISSING IN ACTION 2 THE BEGINNING
16	MISSISSIPPI BURNING
17	MISSOURI BREAKS, THE
18	MOD SQUAD, THE
19	MONKEY SHINES: AN EXPERIMENT IN FEAR
20	MONSTER DOG
21	MOONRAKER
22	MOONSTRUCK
23	MORE DEAD THAN ALIVE
24	MOTEL HELL
25	MR. BROOKS
26	MR. MAJESTYK
27	MR. MOM
28	MULHOLLAND FALLS
	MURPHY'S LAW
	MYSTIC PIZZA
	NATIONAL LAMPOON'S MOVIE MADNESS
	NAVAJO JOE
	NAVY SEALS
	NED KELLY
	NEVER SAY NEVER AGAIN
	NICHOLAS NICKLEBY
	NIGHT OF THE COMET
	NIGHT OF THE DEMONS
	NO MAN'S LAND
	NO SUCH THING
	NO WAY OUT
	NOOSE FOR A GUNMAN
	OCTOPUSSY
	OF MICE AND MEN
	OKLAHOMA TERRITORY
	ON HER MAJESTY'S SECRET SERVICE

1	ONCE BITTEN
2	ONCE UPON A CRIME
3	ORGANIZATION, THE
4	ORIGINAL GANGSTAS
5	ORIGINAL SIN
6	OUT OF TIME
7	OUTLAW'S SON
8	OVERBOARD (1987)
9	OVERLAND PACIFIC
10	PACKAGE, THE
11	PAJAMA PARTY
12	PEBBLE AND THE PENGUIN, THE
13	PENITENTIARY
14	PENITENTIARY 2
15	PENITENTIARY 3
16	PEOPLE THAT TIME FORGOT, THE
17	PEREZ FAMILY, THE
18	PINK AT FIRST SIGHT
19	PINK PANTHER (1964), THE
20	PINK PANTHER (2006), THE
21	PINK PANTHER 2, THE
22	PINK PANTHER STRIKES AGAIN, THE
23	PINK PANTHER, THE
24	PIONEER WOMAN
25	PLATOON
26	POLTERGEIST II: THE OTHER SIDE
27	POLTERGEIST III
28	POPE OF GREENWICH VILLAGE
	POSSE
	PRANCER
	PUMPKINHEAD
	PUMPKINHEAD II: BLOOD WINGS
	PURPLE ROSE OF CAIRO, THE
	QUIGLEY DOWN UNDER
	QUINCANNON, FRONTIER SCOUT
	RADIO DAYS
	RAGE - CARRIE 2, THE
	RAGE IN HARLEM, A
	RAGING BULL
	RAIN MAN
	RANCHO DELUXE
	REAL MEN
	REASON TO LIVE, A REASON TO DIE, A
	REBEL IN TOWN
	RED CORNER
	RED DAWN



1	RED DAWN (1984)
2	RED RIDING HOOD
3	RED RIVER (1948)
4	RED RIVER (FEATURE)
5	RED RIVER (TV MOVIE)
6	REMO WILLIAMS: THE ADVENTURE BEGINS...
7	RESCUE DAWN
8	RETURN OF A MAN CALLED HORSE
9	RETURN OF SABATA
10	RETURN OF SABATA, THE
11	RETURN OF THE PINK PANTHER
12	RETURN OF THE SEVEN
13	RETURN TO ME
14	REVENGE OF THE PINK PANTHER
15	REVOLT AT FORT LARAMIE
16	RIDE BACK, THE
17	RIDE OUT FOR REVENGE
18	RIVER OF DEATH
19	ROAD HOUSE
20	ROB ROY
21	ROBBERS' ROOST
22	ROBBERY UNDER ARMS
23	ROBOCOP
24	ROBOCOP (1987)
25	ROBOCOP 2
26	ROBOCOP 3
27	ROCKY
28	ROCKY BALBOA
	ROCKY II
	ROCKY III
	ROCKY IV
	ROCKY V
	ROLLERBALL (1975)
	ROLLERBALL (2002)
	ROLLING THUNDER
	ROMANTIC COMEDY
	RONIN
	RUNAWAY TRAIN
	RUNNING SCARED
	RUNNING TARGET
	RUSSIA HOUSE, THE
	SABATA
	SABOTAGE
	SAHARA
	SALT AND PEPPER
	SAM WHISKEY

1	SCORPIO
2	SCREAM, BLACULA, SCREAM!
3	SECRET OF N.I.M.H. 2:TIMMY TO THE RESCUE
4	SECRET OF N.I.M.H., THE
5	SECRET OF NIMH, THE
6	SHATTERED
7	SHEBA, BABY
8	SHE-DEVIL
9	SHE'S GOTTA HAVE IT
10	SHOT IN THE DARK, A
11	SHOWGIRLS
12	SIEGE OF FIREBASE GLORIA, THE
13	SIX DEGREES OF SEPARATION
14	SKI PATROL
15	SLAUGHTER
16	SLEEPER
17	SLEEPOVER
18	SODA CRACKER
19	SOLARBABIES
20	SOME GIRLS
21	SOMETHING WILD (1986)
22	SOMETHING WILD (ORION)
23	SOMETIMES THEY COME BACK
24	SON OF THE PINK PANTHER
25	SONORA STAGECOACH
26	SOUL PLANE
27	SOUTHWEST PASSAGE
28	SPACEBALLS
	SPECIES
	SPECIES II
	SPECIES III
	SPECIES: THE AWAKENING (DTV)
	SPELLBINDER
	SPIKES GANG, THE
	SPILL
	SPY WHO LOVED ME, THE
	STAGECOACH
	STARGATE
	STARGATE: CONTINUUM
	STARGATE: CONTINUUM (DTV)
	STARGATE: THE ARK OF TRUTH (DTV)
	STIGMATA
	STRANGE INVADERS
	STREET SMART
	SUPERNOVA
	SUPPORT YOUR LOCAL GUNFIGHTER

1	SUPPORT YOUR LOCAL SHERIFF!
2	SWORD OF THE VALIANT
3	TALES OF TERROR
4	TANK GIRL
5	TEA WITH MUSSOLINI
6	TEEN WOLF (1985)
7	TEEN WOLF (FEATURE)
8	TEEN WOLF TOO
9	TERMINATOR, THE
10	TERROR IN A TEXAS TOWN
11	TEXAS CHAINSAW MASSACRE 2
12	THELMA & LOUISE
13	THEY CALL ME MISTER TIBBS!
14	THIEF
15	THIRTY-NINE STEPS (HITCHCOCK), THE
16	THOMAS CROWN AFFAIR (1968), THE
17	THOMAS CROWN AFFAIR (1999), THE
18	THROW MOMMA FROM THE TRAIN
19	THUNDERBALL
20	THUNDERBOLT AND LIGHTFOOT
21	TIGER'S TAIL, THE
22	TO LIVE AND DIE IN L.A.
23	TOM SAWYER
24	TOMAHAWK TRAIL
25	TOMORROW NEVER DIES
26	TOP GUN
27	TOUCH
28	TOUGHEST GUN IN TOMBSTONE
	TRAIL OF THE PINK PANTHER
	TROOPER HOOK
	TRUE HEART
	TWO WEEKS
	UHF
	UNDERCOVER BLUES
	UNFORGIVEN, THE
	UNTAMED HEART
	UPTOWN GIRLS
	USUAL SUSPECTS, THE
	VALDEZ IS COMING
	VALERIE
	VALKYRIE
	VALLEY GIRL
	VAMPIRE'S KISS
	VIEW TO A KILL, A
	WALKING TALL (2004)
	WANDA NEVADA

1	WAR DRUMS
2	WAR PAINT
3	WARGAMES
4	WARGAMES (1983)
5	WAY WEST, THE
6	WEDDING DAZE
7	WE'LL NEVER HAVE PARIS
8	WEST SIDE STORY
9	WHAT'S THE WORST THAT COULD HAPPEN?
10	WHITE BUFFALO, THE
11	WICKER PARK
12	WILD AT HEART
13	WILD BILL
14	WINDTALKERS
15	WITCHBOARD
16	WOMAN IN RED, THE
17	WOMEN OF SAN QUENTIN
18	WONDERFUL COUNTRY, THE
19	WOODS, THE
20	WORLD IS NOT ENOUGH, THE
21	YELLOW TOMAHAWK, THE
22	YELLOWBEARD
23	YOU ONLY LIVE TWICE
24	YOUNG BILLY YOUNG
25	YOUNG RIDERS, THE (68x60')
26	YOUNGBLOOD (1986)
27	
28	

# Exhibit 5

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

STARZ ENTERTAINMENT, LLC,  
Plaintiff,

v.

MGM DOMESTIC TELEVISION  
DISTRIBUTION LLC,  
Defendant.

Proceedings in United States District Court  
for the Central District of California

Civil Action No.: 2:20-CV-04085 DMG  
(KSx)

**AMAZON'S OBJECTIONS TO  
SUBPOENA**

**DWT REF NO.: SUB1009744-C**

Pursuant to the Federal Rules of Civil Procedure, Amazon.com, Inc. ("Amazon") objects to the Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action ("subpoena") from Plaintiff Starz Entertainment, LLC ("Plaintiff") in the above-referenced matter. Please contact the undersigned to the extent that a meet and confer is necessary regarding any of these objections.

**I. GENERAL OBJECTIONS**

1. **Failure to Reduce Burden on Nonparty.** Amazon objects to the subpoena for failing to take reasonable efforts to reduce the burden and expense on nonparty Amazon. In particular, Amazon objects to this subpoena to the extent certain information sought is in the possession, custody, or control of the parties to the litigation—Defendant MGM Domestic Television Distribution LLC ("Defendant"). *See* Fed. R. Civ. P. 45(d)(1); *see e.g., Rembrandt Patent Innovations v. Apple, Inc.*, 2015 WL 4393581, at \*2 (W.D. Tex. July 15, 2015) (holding

subpoena issued to non-party is unduly burdensome “until and unless Plaintiffs can establish they are unable to obtain the requested information from the Defendant”); *In re Allergan*, 2016 WL 5922717, at \*9 (C.D. Cal. Sept. 23, 2016) (“Courts are particularly reluctant to require a non-party to provide discovery that can be produced by a party” (citation omitted)); *Nidec Corp. v. Victor Co. of Japan*, 249 F.R.D. 575, 577 (N.D. Cal. 2007) (“There is simply no reason to burden nonparties when the documents sought are in possession of the party defendant.”); *Moon v. SCP Pool Corp.*, 232 F.R.D. 633, 638 (C.D. Cal. 2005) (“[T]hese requests all pertain to defendant, who is a party, and, thus, plaintiffs can more easily and inexpensively obtain the documents from defendant, rather than from [the] nonparty”) (citing *Dart Indus. Co. v. Westwood Chem. Co.*, 649 F.2d 646, 649 (9th Cir. 1980)); *Haworth, Inc. v. Herman Miller, Inc.*, 998 F.2d 975, 978 (Fed. Cir. 1993) (affirming denial of motion to compel production from nonparty, holding “the district court could properly require [defendant] to seek discovery from its party opponent before burdening the nonparty [] with [an] ancillary proceeding”). Obtaining records from a party also allows the parties to the litigation to directly address any confidentiality and privacy issues.

2. **Failure to Provide Notice.** Amazon objects to the subpoena as failing to show that prior notice has been provided to other parties to the litigation, as required by Fed. R. Civ. P. 45(a)(4). Failure to comply with this requirement renders the subpoena void.

3. **Privacy.** Amazon objects to this subpoena on the grounds of privacy because it seeks sensitive consumer, financial, and other information, without making any showing that appropriate notice and authorization have been obtained to seek such information, or that there is a need for such information that would override state or federal privacy rights.

4. **Overbroad and Unduly Burdensome.** Amazon objects to the subpoena as overbroad and unduly burdensome. *See* Fed. R. Civ. P. 26(b)(1). In particular, the subpoena contains 15 document requests, seeking, among other things, “[a]ll agreements pursuant to which You were granted a license or other authorization to exhibit or otherwise exploit any of the Pictures on any Amazon Services,” and “[a]ll internal Communications or other

Documents concerning Starz and/or the Pictures,” without making any showing that such broad demands cannot be reasonably narrowed.

5. **Vague and Ambiguous.** Amazon objects to the use of vague and ambiguous terms, phrases, and definitions in the subpoena, including, but not limited to, “other authorization,” “exhibit,” “otherwise exploit,” “Amazon Services,” “affiliated sites,” and “exhibition or display,” without providing clarifying definitions or sufficient information to identify exactly what is sought. Further, Amazon objects to the definition of “Amazon,” “You,” and “Your” as vague and ambiguous, including because it fails to identify “Affiliates . . . subsidiaries, predecessors or assigns” to which it is referring.

6. **Failure to Limit Time Period.** Amazon objects to the failure to reasonably limit the time period covered by the requests—seeking information for a period of nearly nine years, “from January 1, 2013, to the date of the responses”—as unduly burdensome and overbroad, and seeking documents not kept and maintained in the ordinary course of business.

7. **Improper Request for Confidential, Proprietary, or Trade Secret Information.** Amazon objects to the subpoena to the extent it seeks documents containing confidential, proprietary, or trade secret information. Amazon will not produce such sensitive information absent entry of an appropriate protective order, and expressly reserves all rights with respect to any protective order entered in the case pertaining to the production of information or documents containing any confidential, proprietary, or trade secret information.

8. **Electronically Stored Information.** Amazon objects to the subpoena to the extent it seeks production of electronically stored information from sources not reasonably accessible (*e.g.*, legacy systems, backup media, temporary or ambient data, or data that would require engineering resources to extract), in light of the burdens or costs required to locate, restore, review, and produce whatever responsive information may be found.

9. **Privileged Information.** Amazon objects to the subpoena to the extent it seeks information that is protected from disclosure by the attorney-client privilege, work product doctrine, or any other applicable privilege. Amazon also objects to the subpoena’s definition of



1 “Amazon,” “You,” and “Your” because it includes “advisors, representatives, agents, attorneys  
2 . . . and all Persons acting or purporting to act on behalf of any of the foregoing.” Thus, the  
3 requests seek information that is protected from disclosure by the attorney-client privilege and  
4 work product doctrine.

5 10. **Not within Amazon’s Possession, Custody, or Control.** Amazon objects to  
6 the subpoena to the extent it purports to require Amazon to search for and produce documents  
7 not within its possession, custody, or control.

8 11. **Violation of the First Amendment.** Amazon objects to the subpoena to the  
9 extent that it seeks expressive content protected by the First Amendment to the United States  
10 Constitution. *See Amazon.com LLC v. Lay*, 758 F. Supp. 1154, 1167 (W.D. Wash. 2010) (“The  
11 First Amendment protects a buyer from having the expressive content of her purchase of books,  
12 music, and audiovisual materials disclosed to the government. Citizens are entitled to receive  
13 information and ideas through books, films, and other expressive materials anonymously”);  
14 U.S.C.A. Const. Amend. 1; *see also Doe v. 2TheMart.com Inc.*, 140 F. Supp.2d 1088, 1091-  
15 1092 (2001) (a subpoena issued by a court, “even when issued at the request of a private party  
16 in a civil lawsuit, constitutes state action and is subject to constitutional limitations”).

17 12. **Contrary to the Video Protection Act.** Amazon objects to the subpoena to the  
18 extent it seeks video, movie, or other media titles that are protected from disclosure by the  
19 Video Privacy Protection Act, 18 U.S.C.A. § 2710 *et. seq.* (“VPPA”). The VPPA “protects  
20 personally identifiable information that identifies a specific person and ties that person to  
21 particular videos that the person watched.” *In re Hulu Litig.*, No. C 11-03764 LB, 2014 WL  
22 1724344, at \*8 (N.D. Cal. Apr. 28, 2014). “Under the VPPA, Amazon qualifies as a ‘video  
23 tape service provider.’” *Amazon.com LLC v. Lay*, 758 F. Supp.2d 1154, 1170 (W.D. Wash.  
24 2010) (citing 18 U.S.C. § 2710(a)(4)). As a video tape service provider, “Amazon may not  
25 disclose records regarding its customer’s video or audiovisual purchases, except in limited  
26 circumstances.” *Id.*; 18 U.S.C.A. § 2710(b).

13. **Imposition of Burdens Not Recognized by the Federal Rules.** Amazon objects to the subpoena as imposing burdens beyond those recognized by federal law, including the Federal Rules of Civil Procedure, to the extent responding to the subpoena would require Amazon to engage in a forensic data collection effort and compile such data in a manner other than it is maintained in the ordinary course of business. *See, e.g.*, Requests Nos. 3-5.

## II. SPECIFIC OBJECTIONS TO DOCUMENT REQUESTS

In addition to its general objections above, incorporated into each of the responses below, Amazon makes the following specific objections to Plaintiff's document requests.

### **REQUEST 1**

All agreements pursuant to which You were granted a license or other authorization to exhibit or otherwise exploit any of the Pictures on any Amazon Services.

### **RESPONSE TO REQUEST 1**

Amazon objects to the request as overbroad and unduly burdensome because it has already produced responsive documents.

### **REQUEST 2**

Documents sufficient to show the date(s) on which each Picture was exhibited, available for watching or streaming, or otherwise exploited on any Amazon Services.

### **RESPONSE TO REQUEST 2**

Amazon objects to the request as overbroad and unduly burdensome because the information sought should be obtained directly from Defendant and for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

Amazon further objects to the use of vague and ambiguous terms and phrases in the request, including, but not limited to, "exhibited" and "otherwise exploited," without providing clarifying definitions or additional information to explain what exactly is sought.

**REQUEST 3**

Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation): (a) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that returned search results that included one or more of the Pictures; (b) the number of Amazon users who viewed each Picture, in whole or in part, through the Amazon Services; (c) the duration of time Amazon users spent watching, streaming or otherwise consuming each of the Pictures through the Amazon Services; (d) the number of Amazon users who viewed each Picture on demand, in whole or in part, through the Starz channel on Amazon Prime Video; (e) the duration of time Amazon users who selected the Pictures on demand spent watching, streaming or otherwise consuming each of the Pictures through the Starz channel on Amazon Prime Video; (f) the number of Amazon users who viewed each Picture, in whole or in part, through the linear Starz channel on Amazon Prime Video; (g) the duration of time Amazon users spent watching, streaming or otherwise consuming each of the Pictures through the linear Starz channel on Amazon Prime Video.

**RESPONSE TO REQUEST 3**

Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

Amazon further objects to the use of vague and ambiguous terms and phrases in the request, including, but not limited to, "affiliated sites" and "viewed," without providing clarifying definitions or additional information to explain what exactly is sought.

**REQUEST 4**

Documents sufficient to show by title, month, and the lowest level of geographic aggregation available (*e.g.*, user zip code or other geographic designation) the number of Amazon users who conducted a search on Amazon.com or any affiliated sites that returned

1 search results that included one or more of the Pictures who then subscribed to Starz through  
2 Amazon.com or any affiliated sites.

3 **RESPONSE TO REQUEST 4**

4 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
5 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
6 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

7 Amazon further objects to the use of vague and ambiguous terms and phrases in the  
8 request, including, but not limited to, "affiliated sites" and "search results" without providing  
9 clarifying definitions or additional information to explain what exactly is sought.

10 **REQUEST 5**

11 Documents sufficient to show by title, month, and the lowest level of geographic  
12 aggregation available (*e.g.*, user zip code or other geographic designation) the number of  
13 Amazon users who conducted a search on Amazon.com or any affiliated sites that returned  
14 search results that included one or more of the Pictures who then subscribed to Amazon  
15 Prime.

16 **RESPONSE TO REQUEST 5**

17 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
18 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
19 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

20 Amazon further objects to the use of vague and ambiguous terms and phrases in the  
21 request, including, but not limited to, "affiliated sites" and "search results" without providing  
22 clarifying definitions or additional information to explain what exactly is sought.

23 **REQUEST 6**

24 Documents sufficient to show any amounts, including without limitation licensing  
25 charges, royalties or other fees, that You have paid or are due to pay MGM with respect to  
26 each Picture that You have exhibited or otherwise exploited on the Amazon Services,  
27 including the dates that you paid or expect to pay the above referenced amounts.

**RESPONSE TO REQUEST 6**

Amazon objects to the request as overbroad and unduly burdensome because the information sought should be obtained directly from Defendant and for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

Amazon further objects to the use of vague and ambiguous terms and phrases in the request, including, but not limited to, "other fees" and "otherwise exploited," without providing clarifying definitions or additional information to explain what exactly is sought.

**REQUEST 7**

Documents sufficient to show any projections or estimates of amounts that You expect to pay to MGM with respect to each Picture that You have or will exhibit or otherwise exploit on the Amazon Services, including the dates that you expect to make the above referenced payments.

**RESPONSE TO REQUEST 7**

Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

Amazon further objects to the use of vague and ambiguous terms and phrases in the request, including, but not limited to, "projections" and "otherwise exploit" without providing clarifying definitions or additional information to explain what exactly is sought.

**REQUEST 8**

Documents sufficient to show the number of Your users who subscribed to or purchased access to the Starz channel—i.e. whose subscription to Starz was initiated through Amazon.com or any affiliated site at any time.

**RESPONSE TO REQUEST 8**

Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

Amazon further objects to the use of vague and ambiguous terms and phrases in the request, including, but not limited to, "affiliated sites" without providing clarifying definitions or additional information to explain what exactly is sought.

**REQUEST 9**

Documents sufficient to show the number of new subscribers to Starz whose subscription to Starz was initiated through Amazon.com or any affiliated site during the relevant period.

**RESPONSE TO REQUEST 9**

Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

Amazon further objects to the use of vague and ambiguous terms and phrases in the request, including, but not limited to, "affiliated site" without providing clarifying definitions or additional information to explain what exactly is sought.

**REQUEST 10**

All Documents and Communications between You and MGM concerning Starz and/or the Pictures.

**RESPONSE TO REQUEST 10**

Amazon objects to the request as overbroad and unduly burdensome because the information sought should be obtained directly from Defendant and for Plaintiff's failure to make any showing that such a broad demand is necessary or cannot be narrowed to seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

1 **REQUEST 11**

2 All Documents and Communications between You and Epix concerning Starz and/or  
3 the Pictures.

4 **RESPONSE TO REQUEST 11**

5 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
6 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
7 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

8 **REQUEST 12**

9 All internal Communications or other Documents concerning Starz and/or the Pictures.

10 **RESPONSE TO REQUEST 12**

11 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
12 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
13 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

14 **REQUEST 13**

15 All complaints, written or oral, You received concerning Your exhibition or display of  
16 Pictures.

17 **RESPONSE TO REQUEST 13**

18 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
19 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
20 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

21 Amazon further objects to the use of vague and ambiguous terms and phrases in the  
22 request, including, but not limited to, "complaints, written or oral," and "exhibition or display,"  
23 without providing clarifying definitions or additional information to explain what exactly is  
24 sought.

25 **REQUEST 14**

26 All Documents You received, including cease-and-desist letters, claims for damages,  
27 and similar Communications concerning Your exhibition or display of Pictures.

1 **RESPONSE TO REQUEST 14**

2 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
3 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
4 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

5 Amazon further objects to the use of vague and ambiguous terms and phrases in the  
6 request, including, but not limited to, "claims for damages" without providing clarifying  
7 definitions or additional information to explain what exactly is sought.

8 **REQUEST 15**

9 All Documents and Communications concerning this action, *Starz Entertainment, LLC*  
10 *v. MGM Television Distribution, LLC*, Civil Action No. 2:20-CV-4085 DMG (KSx).

11 **RESPONSE TO REQUEST 15**

12 Amazon objects to the request as overbroad and unduly burdensome for Plaintiff's  
13 failure to make any showing that such a broad demand is necessary or cannot be narrowed to  
14 seek only relevant and reasonably ascertainable information. *See* Fed. R. Civ. P. 26(b)(1).

15 DATED this 22nd day of April, 2022.

16  
17 DAVIS WRIGHT TREMAINE LLP  
18 Attorneys for Amazon.com, Inc.

19 By: /s/ Deana D. Ahn  
20 Deana D. Ahn, WSBA #51528  
21 920 Fifth Avenue, Suite 3300  
22 Seattle, WA 98104  
23 Telephone: 206-757-8056  
24 Email: deanaahn@dwt.com  
25  
26  
27



**CERTIFICATE OF SERVICE**

I hereby certify that on April 22, 2022, I caused the foregoing document to be served by electronic mail upon the following:

Steven Goldberg  
Rick Smith  
Markun Zusman Freniere Compton LLP  
[sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com)  
[rsmith@mzclaw.com](mailto:rsmith@mzclaw.com)

DATED this 22nd day of April, 2022.

DAVIS WRIGHT TREMAINE LLP  
Attorneys for Amazon.com, Inc.

By: /s/ Deana D. Ahn

Deana D. Ahn, WSBA #51528  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
Telephone: 206-757-8056  
Email: [deanaahn@dwt.com](mailto:deanaahn@dwt.com)

# Exhibit 6

## Rick Smith

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**From:** Ahn, Deana <DeanaAhn@dwt.com>  
**Sent:** Friday, April 22, 2022 11:40 AM  
**To:** Steven Goldberg  
**Cc:** Rick Smith; Howard, Jim; Nan, Mindy; Crawford, Donna  
**Subject:** RE: SUB1009744 Starz Entertainment, LLC v. MGM - Production 3.31.22 - CONFIDENTIAL  
**Attachments:** SUB1009744-C 2021 DS - Starz Entertainment, LLC v. MGM - Objections.pdf

Steve:

Amazon's position with respect to communications between Amazon and MGM entities regarding this litigation remains unchanged. It is not proper for Starz to seek duplicative information from non-party Amazon. We note MGM Holdings Inc.'s ("Holdings") opposition to Starz's motion to compel—according to Holdings's opposing papers, the parties already engaged in extensive negotiations and agreed to search terms and discovery parameters, which include all of what Starz is also demanding from Amazon. Starz is not entitled to such duplicative and cumulative discovery, particularly from a non-party.

Amazon, however, would like to avoid motions practice and has been considering Starz's requests for additional data (Pictures, money paid, time periods, geographic areas). Given Prime Video data retention policies, it's unclear how much pre-2019 data Amazon has but Amazon is willing to collect available responsive data and should be able to do so within the next week. We believe that this is a reasonable compromise. Is Starz willing to forgo moving to compel Amazon in exchange?

While we continue to work on resolution of above issues and collection of additional data, attached is Amazon's written response to Starz's most recent subpoena. Please let us know how you'd like to proceed. Thanks.

-Deana

**Deana Ahn** | Davis Wright Tremaine LLP  
Attorney  
Pronouns: She/Her  
920 Fifth Avenue, Suite 3300 | Seattle, WA 98104  
Tel: (206) 757-8056 | Fax: (206) 757-7056  
Email: [deanaahn@dwt.com](mailto:deanaahn@dwt.com) | Website: [www.dwt.com](http://www.dwt.com)

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | **Seattle** | Washington, D.C.

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**From:** Steven Goldberg <sgoldberg@mzclaw.com>  
**Sent:** Wednesday, April 13, 2022 10:44 AM  
**To:** Ahn, Deana <DeanaAhn@dwt.com>  
**Cc:** Rick Smith <rsmith@mzclaw.com>; Howard, Jim <JimHoward@dwt.com>; Nan, Mindy <MindyNan@dwt.com>; Crawford, Donna <DonnaCrawford@dwt.com>  
**Subject:** Re: SUB1009744 Starz Entertainment, LLC v. MGM - Production 3.31.22 - CONFIDENTIAL

[EXTERNAL]

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And Rick Smith will also join.

Sent from my iPhone

On Apr 13, 2022, at 10:41 AM, Steven Goldberg <[sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com)> wrote:

Please send again. I can definitely join.

Sent from my iPhone

On Apr 13, 2022, at 10:34 AM, Ahn, Deana <[DeanaAhn@dwt.com](mailto:DeanaAhn@dwt.com)> wrote:

Steve:

Does tomorrow at 9:30am still work for you? My invite came back declined.

**Deana Ahn** | Davis Wright Tremaine LLP

Attorney

Pronouns: She/Her

920 Fifth Avenue, Suite 3300 | Seattle, WA 98104

Tel: (206) 757-8056 | Fax: (206) 757-7056

Email: [deanaahn@dwt.com](mailto:deanaahn@dwt.com) | Website: [www.dwt.com](http://www.dwt.com)

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | **Seattle** | Washington, D.C.

---

**From:** Steven Goldberg <[sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com)>

**Sent:** Wednesday, April 13, 2022 10:03 AM

**To:** Ahn, Deana <[DeanaAhn@dwt.com](mailto:DeanaAhn@dwt.com)>

**Cc:** Rick Smith <[rsmith@mzclaw.com](mailto:rsmith@mzclaw.com)>; Howard, Jim <[JimHoward@dwt.com](mailto:JimHoward@dwt.com)>; Nan, Mindy <[MindyNan@dwt.com](mailto:MindyNan@dwt.com)>; Crawford, Donna <[DonnaCrawford@dwt.com](mailto:DonnaCrawford@dwt.com)>

**Subject:** Re: SUB1009744 Starz Entertainment, LLC v. MGM - Production 3.31.22 - CONFIDENTIAL

**[EXTERNAL]**

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Tomorrow at 9:30 AM works for me.

Sent from my iPhone

On Apr 13, 2022, at 10:01 AM, Ahn, Deana <[DeanaAhn@dwt.com](mailto:DeanaAhn@dwt.com)> wrote:

Steve:

I received your vmail message. It would be easier to discuss on a call. Jim and I are tied up today but we could do tomorrow at 9:30am or 2:30pm. Please let us know and we'll circulate a Zoom invite, thanks.

-Deana

**Deana Ahn** | Davis Wright Tremaine LLP

Attorney

Pronouns: She/Her

920 Fifth Avenue, Suite 3300 | Seattle, WA 98104

Tel: (206) 757-8056 | Fax: (206) 757-7056

Email: [deanaahn@dwt.com](mailto:deanaahn@dwt.com) | Website: [www.dwt.com](http://www.dwt.com)

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | **Seattle** | Washington, D.C.

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**From:** Ahn, Deana  
**Sent:** Monday, April 11, 2022 8:14 PM  
**To:** 'Steven Goldberg' <[sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com)>  
**Cc:** Rick Smith <[rsmith@mzclaw.com](mailto:rsmith@mzclaw.com)>; Howard, Jim <[JimHoward@dwt.com](mailto:JimHoward@dwt.com)>; Nan, Mindy <[MindyNan@dwt.com](mailto:MindyNan@dwt.com)>; Crawford, Donna <[DonnaCrawford@dwt.com](mailto:DonnaCrawford@dwt.com)>  
**Subject:** RE: SUB1009744 Starz Entertainment, LLC v. MGM - Production 3.31.22 - CONFIDENTIAL

Steve:

We've been able to look into this further and to confer with Amazon regarding Starz's requests for Amazon's communications with MGM entities regarding this litigation. Amazon's position remains that Starz's requests should be directed to MGM and not to non-party Amazon. MGM is a party to your case, it has its own legal department, its own document systems, and it has undoubtedly engaged in extensive document collection and production efforts. All of what you are requesting from Amazon could be obtained from MGM. It is not proper for Starz to seek duplicative information from non-party Amazon. To the extent MGM resists production of responsive communications, Starz should move to compel MGM.

The same seems true of which Pictures Starz licensed to Amazon, etc. It seems like you should be able to get what you need from MGM, but happy to discuss further if we are missing something.

Please let us know if you have questions or would like to set up a call.

-Deana

**Deana Ahn** | Davis Wright Tremaine LLP  
Attorney

Pronouns: She/Her

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**From:** Steven Goldberg <[sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com)>  
**Sent:** Thursday, April 07, 2022 4:16 PM  
**To:** Ahn, Deana <[DeanaAhn@dwt.com](mailto:DeanaAhn@dwt.com)>  
**Cc:** Rick Smith <[rsmith@mzclaw.com](mailto:rsmith@mzclaw.com)>; Howard, Jim <[JimHoward@dwt.com](mailto:JimHoward@dwt.com)>; Nan, Mindy <[MindyNan@dwt.com](mailto:MindyNan@dwt.com)>; Crawford, Donna <[DonnaCrawford@dwt.com](mailto:DonnaCrawford@dwt.com)>  
**Subject:** Re: SUB1009744 Starz Entertainment, LLC v. MGM - Production 3.31.22 - CONFIDENTIAL

[EXTERNAL]

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Deana,

Please let me know when I can expect an answer as to whether Amazon will produce documents containing the information requested below and whether Amazon will produce communications with MGM entities regarding this litigation. The meet and confer process has gone on for several months. Starz is hoping to avoid a motion to compel but will have no choice unless this information is produced. Thank you.

Steve

Sent from my iPhone

On Apr 5, 2022, at 8:13 AM, Steven Goldberg  
<[sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com)> wrote:

Deana,

Thank you for the documents that Amazon produced, but there is relevant information missing which should be relatively simple for Amazon to priced. Specifically, Starz needs to know which of the Pictures at issue in its case against MGM were licensed to Amazon, what were the time periods those Pictures were exhibited by Amazon and in which geographic areas, and how much money was paid to Amazon for those Pictures. Is such information available in a spread sheet or series of spread sheets? Thank you.

Steve

Sent from my iPhone

On Mar 31, 2022, at 3:39 PM, Ahn,  
Deana <[DeanaAhn@dwt.com](mailto:DeanaAhn@dwt.com)> wrote:

Steven and Rick:

The production contains versions of the Prime Video Direct Digital License Agreement ("PVD DLA"). As I believe you're already aware, the PVD DLA is a "click-through" agreement. This is why the format looks the way they do. We redacted sections showing Amazon's internal contract management system tools.

As for plaintiff's request for communications between Amazon and MGM entities regarding this litigation, we're still conferring with Amazon and

will get back to you when we receive  
Amazon's position.

-Deana

**Deana Ahn** | Davis Wright Tremaine  
LLP

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Francisco | [Seattle](#) | Washington, D.C.

---

**From:** Chau, Chris

[<ChrisChau@dwt.com>](mailto:ChrisChau@dwt.com)

**Sent:** Thursday, March 31, 2022 3:29  
PM

**To:** [sgoldberg@mzclaw.com](mailto:sgoldberg@mzclaw.com);  
[rsmith@mzclaw.com](mailto:rsmith@mzclaw.com)

**Cc:** Ahn, Deana [<DeanaAhn@dwt.com>](mailto:DeanaAhn@dwt.com);

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Nan, Mindy [<MindyNan@dwt.com>](mailto:MindyNan@dwt.com);

Crawford, Donna

[<DonnaCrawford@dwt.com>](mailto:DonnaCrawford@dwt.com)

**Subject:** SUB1009744 Starz  
Entertainment, LLC v. MGM -  
Production 3.31.22 - CONFIDENTIAL

Good Afternoon,

Attached is Amazon's response to your  
subpoena. A subsequent e-mail will  
contain the password to unlock the  
PDF, please let me know if you have any  
questions or concerns.

Thank you.

**Chris Chau** | Davis Wright Tremaine  
LLP

Paralegal

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# Exhibit 7



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Attorneys for Defendant MGM DOMESTIC  
TELEVISION DISTRIBUTION LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

STARZ ENTERTAINMENT, LLC,

Plaintiff,

v.

MGM DOMESTIC TELEVISION  
DISTRIBUTION LLC,

Defendant.

CASE NO. 2:20-cv-04085-DMG-KS

**DEFENDANT MGM DOMESTIC  
TELEVISION DISTRIBUTION LLC'S  
SUPPLEMENTAL NOTICE OF  
INTERESTED PARTIES AND  
CORPORATE DISCLOSURE  
STATEMENT**

Pursuant to Federal Rule of Civil Procedure 7.1 and Central District of California Local Rule 7.1-1, the undersigned, counsel of record for Defendant MGM Domestic Television LLC, submits this Supplemental Notice of Interested Parties and Corporate Disclosure Statement certifying that the following listed parties may have a pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal.

Party	Connection / Interest
MGM Domestic Television Distribution LLC	Defendant
MGM Holdings Inc.	Parent Company of Defendant
Starz Entertainment, LLC ("STARZ")	Plaintiff
Lions Gate Entertainment Corporation	Parent Company of Plaintiff

Defendant MGM Domestic Television Distribution LLC is an indirect, wholly owned subsidiary of MGM Holdings Inc., which is now a wholly owned direct subsidiary of Amazon.com, Inc. ("Amazon"). Amazon is a publicly traded corporation. No publicly traded company is known to own 10% or more of Amazon.

Dated: April 15, 2022

Respectfully submitted,

GIBSON, DUNN & CRUTCHER LLP

By: /s/ Jay P. Srinivasan  
Jay P. Srinivasan

Attorneys for Defendant  
MGM DOMESTIC TELEVISION  
DISTRIBUTION LLC